



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA

Forrest Chadwick, Commissioner
Rob Hendry, Commissioner
Matt Keating, Commissioner
John H. Lawson, Commissioner
Steve Schlager, Commissioner

Tuesday, April 7, 2015 5:30 p.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
2nd Floor, District Courtroom #1

I. CALL MEETING TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF CONSENT AGENDA

V. PUBLIC HEARINGS

A. TA15-1 a request by NC Development Department staff to consider text amendment to amend the text of the Subdivision Regulations of NC, WY as amended on Exhibit "B". Exhibit "B" will be available in the Development office for review.

B. TA15-2 a request by NC Development Department staff to consider a text amendment to amend the Zoning Resolution to adopt the NC Flood Plain regulation as amended on Exhibit "A". Exhibit "A" will be available in the Development office for review.

VI. PUBLIC COMMENTS

VII. COMMISSIONER COMMENTS

VIII. ADJOURNMENT



**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Forrest Chadwick, Commissioner
Rob Hendry, Commissioner
Matt Keating, Commissioner
John H. Lawson, Commissioner
Steve Schlager, Commissioner

CONSENT AGENDA

Tuesday, April 7, 2015 5:30 p.m.
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
2nd Floor, District Courtroom #2

I. APPROVAL OF MARCH 24, 2015 MEETING MINUTES

II. APPROVAL OF BILLS – \$2,229,343.14

III. CONTRACTS, AGREEMENTS, RESOLUTIONS

A. Amendment No. 6 Joint Powers Agreement City of Casper-NC Casper Area Economic Development

JPB

B. Resolution 08-15 Naming Tall Grass Road

C. Ratification of Service Agreement the Sanborn Map Company & NC (Aerial Mapping)

D. Contract between NCBOCC & Community Education Centers (Community Alternatives of Casper, Inc.) – Agreement for Misdemeanant Inmate Funding

IV. STATEMENT OF EARNINGS

Cooperative Extension	\$740.00
Roads & Bridges, Parks	\$17,975.38
Planning	\$17,439.07
TOTALING	\$36,154.45

V. PETITION AND AFFIDAVIT FOR CANCELLATION OF TAXES

TOTALING: \$6.52: 2014 CHEVRON USA INC - \$6.52

**BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
March 24, 2015**

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman Chadwick. Those in attendance were Commissioners Rob Hendry, Matt Keating, Commissioner John Lawson, Commissioner Steve Schlager, County Attorney Bill Knight, Deputy County Attorney Heather Duncan-Malone, County Clerk Renea Vitto and Commissioners' Assistant Michelle Maines.

Consent Agenda:

Commissioner Hendry moved for approval of the consent agenda. Commissioner Lawson seconded the motion. Motion carried.

Public Comments:

Chairman Chadwick opened the floor to Public Comments.

Tracy Lamont (Casper) and Linda Bergeron (Casper).

Hearing no further comments the floor was closed.

Commissioner Comments:

Chairman Chadwick opened the floor to Commissioner Comments.

Commissioners spoke of the loss of Neil "Mick" McMurry.

Hearing no further comments the floor was closed.

Adjournment:

There being no further business to come before the Board of Commissioners, Chairman Chadwick adjourned the meeting at 6:15 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

Forrest Chadwick, Chairman

ATTEST:

NATRONA COUNTY CLERK

Renea Vitto

A&I	35.35	GLOBAL GOVERNMENT	675.53
AG DEPT	9,463.55	GRAINGER	366.57
AIRGAS USA LLC	121.40	HARDEN, CHAD E	5,000.00
ALICE TRAINING INSTITUTE LLC	2,950.00	HD SUPPLY POWER SOLUTIONS LTD	68.60
ALLEN, PATRICK C., MD P.C.	2,080.00	HENSLEY BATTERY LLC	92.82
AMERICAN MEDICAL BROKERS	2,292.44	HIGH PLAINS POWER INC	820.29
AMERIGAS PROPANE LP	1,236.63	HOFFMAN, DONNA	25.50
ASSESSOR	51,093.86	HORIZON LABORATORY LLC	1,290.25
ATLAS OFFICE PRODUCTS	121.60	INBERG-MILLER ENGINEERS	9,976.59
BLAKEMAN PROPANE	538.49	INFOR TECH	41,769.05
BMC SOFTWARE INC	1,987.76	INSTACARE CENTER OF CASPER INC	85.00
BOB BARKER COMPANY INC	1,967.45	INSTALLATION & SERVICE CO INC	698.00
BROWN, JACQUELINE K	5,000.00	IRS	125.00
CA STATE DISBURSEMENT	378.00	JACK'S TRUCK & EQUIPMENT	69.84
CASPER FIRE X	872.25	JOHNSON CONTROLS, INC.	311.80
CASPER MEDICAL IMAGING PC	1,214.00	JOHNSTON, STEVE DDS	360.00
CASPER STAR TRIBUNE	494.68	KIMBALL MIDWEST	467.84
CASPER TIRE LLC	1,186.00	LEON UNIFORM COMPANY, INC	208.99
CCSAA	350.00	M.A.D. TRANSPORTATION	125.00
CENTER PRINTING CO	380.46	MACKLER, RICHARD	13.40
CENTRAL TRUCK & DIESEL	8.40	MCMURRY READY MIX	3,242.68
CENTRAL WY COUNSELING	700.00	MERBACK AWARD COMPANY	41.50
CENTRAL WY FAIR & RODEO	54,231.52	MIDWEST MEDICAL SUPPLY	381.15
CENTURYLINK	3,020.35	MONTANA CSED	264.00
CHAMBERS, JOHN D	5,000.00	MONSON JANITORIALSERVICES INC	20,500.00
CHILD SUPPORT ENFORC	49,321.79	NAPA AUTO PARTS	499.05
CIRCUIT COURT OF THE SEVENTH	634.56	NC CONSERVATION	26.00
CITY OF CASPER	1,921.73	NC EMPLOYEE	285,120.54
CLERK OF COURT/ADMIN	44,665.61	NC SHERIFF	1,478.35
CLERK OF DISTRICT COURT	4,514.75	NC TREASURER	368,207.75
CLERK/ADMIN	65,330.79	ORACLE AMERICA INC	3,288.94
CODE 4 PUBLIC SAFETY EDUCATION	99.00	OUTPATIENT RADIOLOGY, LLC	116.00
COMM/ADMIN	12,991.65	PACIFIC STEEL & RECYCLING	723.16
COMM/COUNTY ATTORNEY	20,817.20	POWDER RIVER SHREDDERS LLC	280.00
COMM/COUNTY DEVELOPMENT	36,807.07	PROFESSIONAL CLEANING SYSTEMS	2,666.00
COMM/MAINT.SALARIES	21,898.69	QUALITY OFFICE SOLUTIONS INC	1,144.96
COMMUNICATION TECHNOLOGIES	98.00	R&B/ADMIN	72,509.18
COMMUNITY ALTERNATIVES	2,478.22	R&B/LAKE	15,549.13
CORONER	17,704.34	R&B/PARKS DEPT	10,986.07
COTTON, TIMOTHY C PC	6,583.34	R&B/VEHICLE SERVICE	15,525.47
COWBOY CHEMICAL	1,199.00	REYNOLDS, WAYNE	17.79
CRUM ELECTRIC SUPPLY CO	505.92	RICOH USA INC	2,701.60
DECKER AUTO GLASS	448.73	RUSSELL INDUSTRIES	1548.00
DENNIS SUPPLY CO	78.37	SHAMROCK FOODS COMPANY	9,004.09
DISTAD, ERIC A	2,400.00	SHATTO, AARON	300.00
DOOLEY OIL CO INC	14,679.31	SHERIFF/ADMIN	290,640.42
DRIVEN POWERSPORTS INC	376.52	SHERIFF/COURTHOUSE SECURITY	52,799.00
DRUG COURT	20,882.66	SHERIFF/EMERG MANAG	14,238.78
E&F TOWING TRANSPORTING	115.00	SHERIFF/JUVENILE DETENTION CNTR	3,530.29
EMAINT ENTERPRISES, LLC	3,540.00	SHERIFF/NEW JAIL	428,437.78
EMERGENCY MEDICAL PHYSICIANS	364.00	SIX ROBBLEES' INC	582.80
ERICKSON, JAMIE L	750.00	SOURCEGAS LLC	9,584.30
FARMER BROS. CO.	1,172.80	SPECIALIZED PATHOLOGY	1,040.00
FERGUSON ENTERPRISES INC #3201	385.19	SPRECHER ELECTRIC INC.	1,554.80
FIRST INTERSTATE BANK	572.46	SPRING HILL PRESS	400.00
FLEETPRIDE	209.46	STEARNS, JANE MS LPC	446.25

SUBWAY SANDWICHES & SALADS	82.30	WHITE'S MOUNTAIN MOTORS	63.27
SUTHERLANDS	201.08	WIDDOSS, JASON	288.08
TASER INTERNATIONAL (TRAINING)	400.00	WILKERSON, JAMES A. IV MD PC	1,040.00
TREASURER	45,454.70	WIMACTEL INC	140.00
TRI-STATE TRUCK	60.29	WY CHILD SUPPORT	1,762.00
TUMA, GEN	175.48	WY MACHINERY COMPANY	1,493.12
TWO WAY RADIO SERVICES INC	185.00	WY OFFICE PRODUCTS	62.93
UNIVERSAL LICENSING SERVICE	95.00	WYOMING LAW ENFORCEMENT	1,542.72
VERIZON WIRELESS	1,259.15	ZITTERKOPF, DAVID B	5,000.00
WAHL, CINDI WOOD	5,000.00		
WELLS FARGO CORPORTATE TRUST	2,500.00		
WEST PAYMENT CENTER	183.13		2,229,343.14
WESTON, SCOTT	158.64		

AMENDMENT NO. 6
JOINT POWERS AGREEMENT
CITY OF CASPER-NATRONA COUNTY CASPER AREA
ECONOMIC DEVELOPMENT JOINT POWERS BOARD

WHEREAS, on February 17, 1987, the City of Casper, Wyoming, a municipal corporation, and Natrona County, a body corporate and political subdivision of the State of Wyoming, entered into a joint powers agreement establishing the City of Casper-Natrona County Casper Area Economic Development Joint Powers Board: and,

WHEREAS, said agreement was approved by the Attorney General for the State of Wyoming on March 31, 1987, and filed with the Secretary of State for the State of Wyoming on March 31, 1987; and,

WHEREAS, on February 20, 1996, Amendment Nos. 1 and 2 to the joint powers agreement were entered into by the City of Casper, Wyoming, a municipal corporation, and Natrona County, a body corporate and political subdivision of the State of Wyoming; and,

WHEREAS, Amendments Nos. 1 and 2 were approved by the Attorney General for the State of Wyoming on April 25, 1998 and filed with the Secretary of State on May 8, 1996; and,

WHEREAS, on August 6, 2002, Amendment No.3 to the joint powers agreement was entered into by the city of Casper, Wyoming a municipal corporation, and Natrona County, a body corporate and political subdivision of the State of Wyoming; and,

WHEREAS, Amendment No. 3 was approved by the Attorney General for the State of Wyoming on August 30, 2002, and filed with the Secretary of State on September 9, 2002; and,

WHEREAS, on March 19, 2009, Amendment No. 4 to the joint powers agreement was entered into by the City of Casper, Wyoming, a municipal corporations, and Natrona County, a body corporate and political subdivision of the State of Wyoming; and,

WHEREAS, Amendment No. 4 was approved by the Attorney General for the State of Wyoming on May 3, 2009, and filed with the Secretary of State on May 14, 2009; and,

WHEREAS, on September 17, 2011, Amendment No. 5 to the joint powers agreement was entered into by the City of Casper, Wyoming, a municipal corporations, and Natrona County, a body corporate and political subdivision of the State of Wyoming; and,

WHEREAS, Amendment No. 5 was approved by the Attorney General of the State of Wyoming on September 17, 2011, and filed with the Secretary of State on September 17, 2011; and,

WHEREAS, it is desirable and appropriate for the parties to enter into this Amendment No. 6 to said Joint Powers Agreement.

NOW, THEREFORE, BE IT HEREBY AGREED, by and between the City of Casper, Wyoming, and the County of Natrona, in the State of Wyoming that the parties' agreement of February 17, 1987, as amended by the Amendment Nos. 1,2,3,4 and 5 be amended to include the following new paragraph at the end of subsection 5.1:

5.1 The City of Casper has earmarked the sum of at least four hundred twelve thousand dollars (\$412,000) beginning in fiscal year 2016 with an escalation of 1% per fiscal year thereafter through fiscal year 2025 from its share of the Rocky Mountain Power Franchise Fee set aside for economic development on the following amortization:

<u>Year</u>	<u>Fiscal Year</u>	<u>Amount</u>
1	2016	\$ 412,000
2	2017	\$ 416,120
3	2018	\$ 420,281
4	2019	\$ 424,484
5	2020	\$ 428,729
6	2021	\$ 433,016
7	2022	\$ 437,346
8	2023	\$ 441,720
9	2024	\$ 446,137
10	2025	\$ 450,598

PROVIDED HOWEVER, the City obligation to fund the 1% escalation each year be limited to the full 1% or maximum amount available to the City from its share of the Rocky Mountain Power Franchise Fee attributable to each fiscal year, but in no case, less than the previous year's sum.

Natrona County has earmarked the transfer of all recapture revenues received from the Elkhorn Rehabilitation Hospital lease and the rail car fees from Bishop Rail Park to the Casper Area Economic Development Joint Powers Board as consideration for JPB providing and administering an Economic Development Plan.

The aforementioned sums have been appropriated by budget resolution to the Casper Area Economic Development Joint Powers Board by the County, and by this amendment, will be appropriated to the Casper Area Economic Development Joint Powers board by the City of Casper.

ATTEST:



V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation


Charlie Powell
Mayor

ATTEST:

NATRONA COUNTY, WYOMING

Renea Vitto
County Clerk

Forrest Chadwick
Chairman

APPROVAL BY THE ATTORNEY GENERAL

In accordance with Wyoming Statute § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed the Amendment No. 6 to the Joint Powers Agreement for the City of Casper-Natrona County Casper Area Economic Development Joint Powers Board, and determined that the document is compatible with the laws and constitution of the State of Wyoming. The approval of the document by the Attorney General is limited to the terms and conditions of the document itself, and the approval does not extend to any individual project nor the financing of any individual project contemplated under these documents.

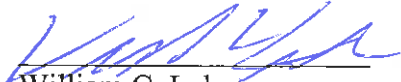
Approved this _____ day of _____, 2015.

Peter K. Michael, Attorney General
State of Wyoming

APPROVAL AS TO FORM

I have reviewed the attached *Amendment No. 6 Joint Powers Agreement City of Casper-Natrona County Casper Area Economic Development Joint Powers Board* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: March 12, 2015.



William C. Luben
City Attorney

RESOLUTION NO. 08-15

RESOLUTION NAMING Tall Grass Rd.

WHEREAS, the Board of County Commissioners of Natrona County, Wyoming, received a request to name a portion of un-named road; and

WHEREAS, the Board received several public comments in favor of naming this road and no comments against were received; and

WHEREAS, the road to be named Tall Grass Road is located in the S1/2 SW NW of Section 9, Township 33, Range 80 West of the 6th Principle Meridian, Natrona County Wyoming and described in Exhibit "A".

NOW, THEREFORE, the Board of County Commissioners of Natrona County, Wyoming, hereby name this un-named portion, Tall Grass Road, and further orders that it be reflected henceforth on maps and county addressing issued by Natrona County.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2015.

**BOARD OF COUNTY COMMISSIONERS
Natrona County, Wyoming**

Forrest Chadwick, Chairman

ATTEST:

Renea Vitto, County Clerk

APPROVED AS TO FORM:



William P. Knight Jr., County Attorney

Description: (60' Wide Utility & Access Easement)

A Parcel and Strip being 60 feet in width located in and being a portion of the W1/2NW1/4, Section 9, Township 33 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming and lying 30 feet parallel and perpendicularly to each side of the centerline being more particularly described as follows:

Beginning at the most southerly end of the centerline of the Parcel and Strip being described and a point in the southerly line of said SW1/4NW1/4, Section 9 and from which point the southeasterly corner of the SW1/4NW1/4, Section 9 bears N.89°59'35"E., 383.38 feet; thence from said Point of Beginning and along the centerline of said Parcel and Strip and into said SW1/4NW1/4, Section 9, N.0°50'34"E., 1246.35 feet to a point; thence across said SW1/4NW1/4 and into the NW1/4NW1/4, Section 9, N.4°32'55"E., 109.62 feet to a point in and intersection with the centerline of 80 feet wide Poison Spider Road and Point of Terminus and said Parcel and Strip containing 1.868 acres, more or less, as set forth by the plat attached and made a part hereof.



POISON SPIDER RD

Portion to be named Tall Grass Rd

WEST BELT LOOP

N



SERVICES AGREEMENT

This Services Agreement (this "Agreement") is entered into as of the ____ day of _____, 2015 ("Effective Date") by and between The Sanborn Map Company, Inc., a Delaware corporation ("Sanborn"), and Natrona County (the "CLIENT"). There are no third parties to this Agreement nor any third party rights or benefits either expressed or implied.

RECITALS

Sanborn is in the business of creating specialized geographic information solutions products and services.

CLIENT wishes to enter into this Agreement with Sanborn in order to secure products and services from Sanborn.

CLIENT and Sanborn acknowledge the Agreement consists of the following, which are listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A Services and Deliverables and Exhibit B Compensation
3. Exhibit C Sanborn's Technical and Price Proposal dated December 19, 2014
4. Exhibit D CLIENT RFP for Professional Services Regarding Geographic Information System 2015 Aerial Mapping Update for the Metropolitan Planning Organization (MPO) of Casper, Wyoming; Project Number: MPO 15-02 dated November 3, 2014

NOW, THEREFORE, CLIENT and Sanborn mutually agree as follows:

Article 1 Services.

1.1 Sanborn agrees to perform those services for CLIENT that are specified in Exhibit A (the "Services") and shall deliver to CLIENT those deliverables specified in Exhibit A (the "Deliverables"). *Additional* Services and Deliverables shall be defined by CLIENT as Purchase Orders from time to time as its needs dictate. The *additional* Purchase Orders shall contain, at a minimum: (i) any flow down provisions from another buyer authorized to make purchases under this Agreement, if applicable, (ii) specifications, (iii) list of deliverable items

and shipment instructions, (iv) acceptance criteria, and (v) schedule of deliverables. Sanborn shall respond to such Purchase Order request(s) with a price quotation. This Agreement and any Purchase Orders issued hereunder must be signed by authorized representatives of each party with the authority to bind their respective organizations. Execution of this Agreement, or a Purchase Order issued hereunder, by both parties shall constitute a notice to proceed with the Services.

1.2 Sanborn shall use its commercially reasonable efforts to render services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry. Sanborn shall not be restricted in its use of subcontractors and suppliers (including, but not limited to, any socio-economically disadvantaged companies as defined in the U.S. System for Award Management (SAM) and/or the Small Business Administration (SBA); and any of Sanborn's qualified acquisition subcontractors) as Sanborn, in its sole discretion determines are necessary to meet its obligations under this Agreement or any Purchase Order issued hereunder. However, Sanborn shall obtain CLIENT's prior written approval for any subcontractors that it intends to utilize that are not already identified in Sanborn's Proposal, this Agreement, or any Purchase Order issued hereunder; such approval which shall not be unreasonably withheld.

1.3 Neither party shall be liable in damages or have the right to terminate this Agreement or any Purchase Order issued hereunder for any delay or default in performing if such delay or default is caused by events of Force Majeure. Force Majeure shall mean any events or actions beyond the reasonable control of either CLIENT or Sanborn preventing or delaying the execution of or compliance with any of the terms and conditions contained in this Agreement or any Purchase Order issued hereunder including but not limited to strikes, lockouts, labor shortages, actions or inactions of independent subcontractors and suppliers, power shortages, wars, acts of God, and governmental regulations, including the restrictions imposed by air traffic control personnel with authority over airspace required for flight operations, restricting normal operations, weather or atmospheric conditions that are not conducive for the collection of aerial imagery or terrain data in a manner that is necessary to meet or exceed the requirements of any Deliverable and inability of CLIENT to provide any specified Sources in a timely manner. Sources shall mean all information and/or materials as may be defined in this Agreement or any Purchase Order issued hereunder required to be provided by CLIENT to Sanborn for the performance of the Services.

1.4 Sanborn shall be the sole and exclusive owner of all right, title and interest in and to the work materials and Deliverables until such time as Sanborn has received full and final payment of all outstanding invoices with respect to the performance of the Services and delivery of the Deliverables hereunder. At such time as payment in full has been rendered to Sanborn, CLIENT shall be the sole and exclusive owner of all rights, title, and interest in and to the work materials and Deliverables.

All reports, information, data, etc. given to or prepared, or assembled by Sanborn under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by Sanborn without the prior written consent of CLIENT and owner.

1.5 The parties mutually agree that the database design(s) for CLIENT, if applicable, shall be as contained in the specifications in Exhibit A, and each Purchase Order issued hereunder.

1.6 Sanborn will provide timely project updates as outlined in Section 4 of its December 19, 2014 Proposal to the Metropolitan Planning Organization (MPO) of Casper, Wyoming for Project Number: MPO 15-02 dated November 3, 2014.

1.7 The parties mutually agree that the standards for quality validation of the Deliverables shall be as contained in the specifications of Exhibit A, and each Purchase Order issued hereunder. CLIENT shall be responsible for evaluating and determining the adherence of the Deliverables to the specifications or calculating error rates for the Deliverable units under this Agreement or any Purchase Order issued hereunder within ninety (90) days of receipt. To the extent that CLIENT assigns or contracts some or all of this responsibility to any third party ("Agent") such assignment or contracting of the responsibility shall not relieve CLIENT of responsibility and liability for all acts and omissions which may constitute CLIENT's default or breach of this Agreement. CLIENT intends to obtain an independent Quality Control Agent with whom Sanborn is expected to work.

1.8 CLIENT's point of contact for Sanborn shall be:

Eileen Hill
IT Director
Natrona County
200 N Center, Room 105
Casper, WY 82601
(307) 235-9622
ehill@natronacounty-wy.gov

Sanborn's point of contact for CLIENT shall be:

Shawn Benham, PMP
Project Manager
Sanborn
1935 Jamboree Drive, Suite 100
Colorado Springs, CO 80920-5358
(719) 502-1296
sbenham@sanborn.com

Article 2 Compensation. CLIENT shall pay Sanborn for the Deliverables and performance of the Services in accordance with the terms specified in Exhibit B. CLIENT is tax exempt and shall issue a tax exempt certificate to Sanborn upon execution of this Agreement.

Article 3 Independent Contractor Status.

3.1 Sanborn is an independent contractor and no employees, associates or agents of Sanborn shall be deemed to be an employee, associate or agent of CLIENT, or vice-versa.

CLIENT and Sanborn are not and shall not be considered as employer/employee, joint adventurers, partners, or one as agent of the other under this Agreement, and neither shall have power to bind or obligate the other.

Article 4 Term and Termination.

4.1 This Agreement shall remain in effect from the date contained herein until terminated by either party by giving thirty (30) days' written notice to the other party. Upon the date so specified, Sanborn shall immediately terminate all activities on behalf of CLIENT. Notwithstanding any such termination, CLIENT shall in no event be released from its obligation to pay Sanborn for all Services performed and those in process at the time of such termination, and Deliverables delivered prior to such termination.

4.2 The provisions of Articles 1-6 shall survive any termination of this Agreement.

Article 5 Indemnification

5.1 By CLIENT. CLIENT agrees to indemnify, defend and hold harmless Sanborn and Sanborn's directors, officers, shareholders, employees, agents and affiliates from and against any and all third party actions, claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs (collectively, "Claims") arising out of or related to the acts, errors or omissions of CLIENT or any of CLIENT's officers, directors, employees, Agents or affiliates in connection with the performance of its obligations under this Agreement.

5.2 By Sanborn. Sanborn agrees to indemnify, defend and hold harmless CLIENT and CLIENT's directors, officers, shareholders, employees, agents and affiliates from and against any and all Claims arising out of or related to the acts, errors or omissions of Sanborn or any of Sanborn's officers, directors, employees, agents or affiliates in connection with the performance of its obligations under this Agreement.

5.3 Conditions of Indemnification of Third Party Claims. The obligations and liabilities of the parties hereunder with respect to Claims resulting from the assertion of liability by third parties shall be subject to the following terms and conditions:

(a) In the event that any claim or demand for which one party would be liable to the other hereunder (the "Indemnified Party" and the "Indemnifying Party" as applicable), is asserted against or sought to be collected by a third party, the Indemnified Party shall promptly notify the Indemnifying Party of such claim or demand, specifying the nature of such claim or demand and the amount or the estimated amount thereof (which estimate shall not be conclusive of the final amount of such claim or demand) (the "Claim Notice"). The Indemnifying Party shall have ten (10) days from its receipt of the Claim Notice (the "Notice Period") to notify the Indemnified Party (1) whether or not the Indemnifying Party disputes its liability to the Indemnified Party hereunder with respect to such claim or demand, and (2) if it does not dispute such liability, whether or not it desires, at its sole cost and expense, to defend the Indemnified Party against such claim or demand; provided, however, that the Indemnified Party is hereby authorized prior to and during the Notice Period to file any motion, answer or other pleading that it shall deem necessary or appropriate to protect its interests. In the event that the Indemnifying Party notifies the Indemnified Party within the Notice Period that Indemnifying Party desires to

defend against such claim or demand, then except as hereinafter provided, the Indemnifying Party shall have the right to defend the Indemnified Party by appropriate proceedings, which proceedings shall be promptly settled or prosecuted to a final conclusion in such a manner as to avoid any risk of an Indemnified Party becoming subject to liability for any other matter. If, in the reasonable opinion of an Indemnified Party, any such claim or demand involves an issue or matter that could have a material adverse effect on the business, operations, assets, properties or prospects of an Indemnified Party or an affiliate of an Indemnified Party, such Indemnified Party shall have the right to control the defense or settlement of any such claim or demand, and its reasonable costs and expenses thereof shall be included as part of the indemnification obligations of the Indemnifying Party hereunder. If the Indemnifying Party disputes its liability with respect to such claim or demand or elects not to defend against such claim or demand, whether by not giving timely notice as provided above or otherwise, then the amount of any such claim or demand, or, if the same be contested by the Indemnifying Party or by an Indemnified Party (but the Indemnified Party shall not have any obligation to contest any such claim or demand), then that portion thereof as to which such defense is unsuccessful, shall be presumptively deemed to be a liability of the Indemnifying Party hereunder (subject, if the Indemnifying Party has timely disputed liability, to a determination that the disputed liability is covered by these indemnification provisions).

(b) In the event that an Indemnified Party should have a claim against an Indemnifying Party hereunder that does not involve a claim or demand being asserted against or sought to be collected from it by a third party, the Indemnified Party shall promptly send a Claim Notice with respect to such claim to the Indemnifying Party; provided, that the failure to so notify shall not limit the Indemnified Party's right to indemnification unless such failure materially adversely affects the ability of the Indemnifying Party to defend such claim and then only to such extent. If the Indemnifying Party does not notify the Indemnified Party within the Notice Period that it disputes such claim, the amount of such claim shall be presumptively deemed a liability of the Indemnifying Party hereunder.

5.4 Participation; Cooperation. The Indemnified Party will at all times also have the right to participate fully in the defense at its own expense unless the third party Claim is made both against an Indemnifying Party and an Indemnified Party and the Indemnified Party has been advised by counsel that there are legal defenses available to such Indemnified Party that are materially different from those available to the Indemnifying Party, in which case the fees and expenses of one counsel in respect of such claim incurred by the Indemnified Party will be paid by Indemnifying Party. The parties will cooperate in the defense of all third-party Claims that may give rise to indemnifiable Claims hereunder. In connection with the defense of any claim, each party will make available to the party controlling such defense, any books, records or other documents within its control that are reasonably requested in the course of such defense.

5.5 Limitation on Damages. Notwithstanding any other provision of this Agreement, neither party will be liable to the other for any punitive, indirect, special, consequential or incidental damages whatsoever. Sanborn's maximum aggregate liability to CLIENT shall be limited to the aggregate dollar value of fees paid to Sanborn by CLIENT pursuant to the terms hereof. EXCEPT FOR THE EXPRESS WARRANTIES MADE OR REFERENCED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF

MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY ITEMS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

CLIENT does not waive governmental immunity by entering into this Agreement, and specifically retains all immunities and defenses provided as sovereigns pursuant to Wyo. Statute §1-39-104(a) and other applicable laws with respect to any action based on or occurring as a result of this Agreement.

Article 6 Miscellaneous.

6.1 This Agreement is made in the State of Wyoming, and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

6.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Natrona County, Wyoming.

6.3 This Agreement and its Exhibits contains the entire agreement between CLIENT and Sanborn and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties as described in sections 6.9 and 6.10.

6.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

6.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

6.6 The waiver of a breach of any provision of this Agreement by either party or the failure of either party otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

6.7 Notice required under this Agreement shall be in writing and either personally delivered; sent by certified mail, return receipt requested; sent by common courier (i.e., UPS, FedEx), with proof of delivery; or sent electronically (i.e., Facsimile, Email), with delivery/read receipt/confirmation, to CLIENT at its principal executive offices in section 1.8 or to Sanborn, Attention: Corporate Contracts at the last address filed by it in writing with CLIENT.

6.8 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors. This Agreement may be assigned by Sanborn or CLIENT to any successor.

6.9 This Agreement may only be modified through written amendment or Change Request Form as described in section 6.10, and signed by authorized representatives of the parties.

6.10 The Exhibits to this Agreement and any Purchase Order(s) issued hereunder may only be modified through the Change Request process which requires that any change to the specifications, deliverables, acceptance criteria, delivery schedule, fees or invoicing and payment terms be clearly quantified and reduced to writing utilizing a Change Request Form, and signed by authorized representatives of the parties.

6.11 All claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the parties for resolution. In the event that the parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved party to the other party, the aggrieved party shall be free to pursue all remedies available at law or in equity.

6.12 The parties acknowledge that certain equipment, products, software and technical information provided pursuant to this Agreement may be subject to United States export laws and regulations and agrees that any use or transfer of such items must be authorized by the appropriate United States government agency. The parties shall not directly or indirectly use, distribute, transfer or transmit any item and/or information (even if incorporated into other equipment, products, software or technical information) except in compliance with United States export laws and regulations.

6.13 Sanborn may propose technology enhancement of Deliverables being provided under this Agreement or any Purchase Order(s) issued hereunder whenever newer technology becomes available that may save money, improve performance, or improve adherence to specifications. All proposed upgrades must meet the following requirements: (i) all mandatory requirements of this Agreement and any Purchase Order(s) must continue to be met, (ii) the proposed upgrade or enhancement will result in at least equal operability, maintainability, reliability, and overall performance while providing some additional benefit or advantage to CLIENT, (iii) the change will be mutually negotiated between the parties, (iv) as a minimum, the following information must be submitted by Sanborn with each such proposal: (a) a description of the difference between the existing Agreement and/or Purchase Order requirement and the proposed change along with the comparative advantages and disadvantages of each, (b) suggested Agreement and/or Purchase Order requirements which should be changed if the proposed technology enhancement is adopted, (c) a complete pricing proposal that evidences the commerciality of the pricing (the price for the upgraded product/service or configuration can be no greater than the standard commercial price of the replacement product/service), (v) an evaluation of the proposed change's effect on collateral costs, costs of related items, and costs of maintenance and operation, as applicable, (vi) timing as to when the modification adopting the technology enhancement must be issued to ensure the maximum benefit to CLIENT, and (vii) identify any effect on the Agreement and/or Purchase Order completion or delivery schedule.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

THE SANBORN MAP COMPANY, INC.

By: _____

Name: John R. Copple
Title: President/CEO

NATRONA COUNTY

By: Forrest Chadwick
Name: Forrest Chadwick
Title: NC Commission Chairman

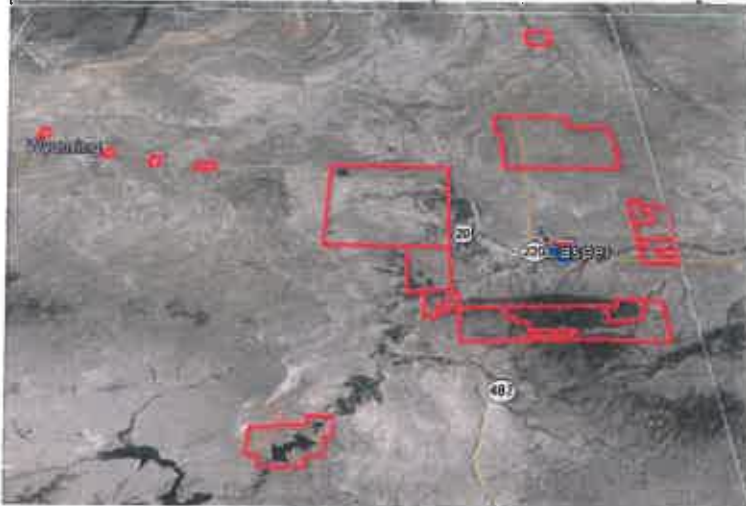


EXHIBIT A

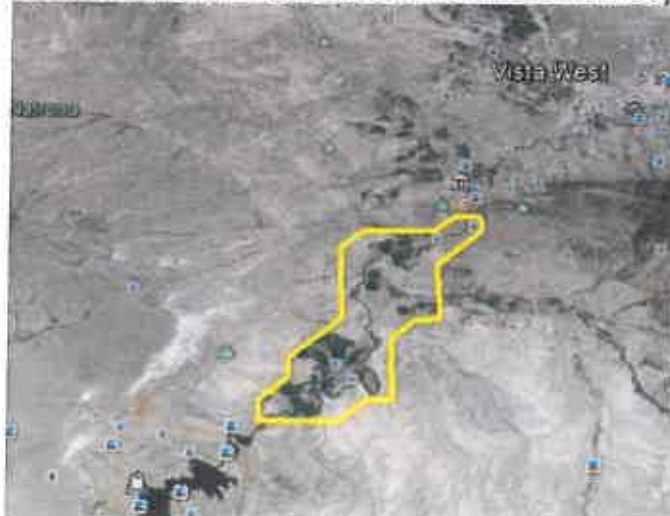
Services and Deliverables

Scope of Work for Imagery

Area of interest: Primary County Area: 417.20 Square miles



Area of interest: North Platte River Area: 41.14 Square miles



Orthoimagery Resolution:	6-inches
Horizontal Accuracy of Imagery:	ASPRS Class I at 1"=100'
Imagery Radiometry:	4-band RGB, 8-bits per channel RGB/NIR
Projection and Datum:	Horizontal – NAD83(86) State Plane Wyoming East Central Zone, US Survey Feet
Tile Size:	TBD

Aerial Data Acquisition: Aerial imagery will be collected with full stereoscopic coverage. Sanborn proposes to conduct the flight under optimal, leaf-off conditions in spring, 2015 when:

- In no case a sun angle less than 30° above the horizon
- The air is burdened with the minimal smoke, smog, haze, fog, dust, or other obscuring phenomena
- No material amount of snow is present on the ground without clients approval
- Rivers, lakes, and other water bodies are within their natural banks

Airborne GPS: Sanborn will provide airborne GPS/Inertial Measurement Unit (AGPS/IMU) data as the primary support for image positioning and orientation, minimizing the required number of ground control points required, while still enabling the creation of orthoimagery and other mapping products that conform to the accuracy standards set for the project.

Ground Control Survey: Sanborn's approach will utilize existing, available control points where possible, augmented with newly surveyed ground control points where needed (paneled or photoID), together with AGPS/IMU-controlled aerial photography to accurately control the Fully Analytical Aerial Triangulation (FAAT) solution. Sanborn will evaluate the use of survey control points at PLSS corners and utilize if appropriate and practical.

Aerial Triangulation (AT): Sanborn will complete a fully analytical aerial triangulation (AT) to support the production of the orthoimagery. Sanborn will verify and extend control by completing a least squares adjustment using the control points and photo coordinates to derive ground coordinates at individual von Gruber locations. The final adjustment will be reviewed and approved by one of Sanborn's ASPRS Certified Photogrammetrists.

Digital Elevation Model (DEM): Sanborn will use an existing DEM with updates or create a new DEM from the stereo imagery as the terrain input for the orthorectification process. The DEM will be edited as needed to correctly remove sources of distortion on or near the terrain surface. Regardless of DEM processed used by Sanborn the horizontal accuracy will meet the stated standards.

Orthoimagery Creation: Sanborn's orthorectification system draws upon digital elevation models (DEMs), camera information, imagery, and AT data to create orthoimagery products. Color balancing and mosaicking will be performed to ensure a final imagery database

that is both radiometrically and geometrically seamless. The imagery will be partitioned as desired, and written out in compliance with the desired naming convention in .TIFF/.TIFW format (GeoTIFFs can also be supported). Tiles will match at the edges with no overlap or gap.

Scope of Work for USGS QL2 LiDAR

LiDAR Optional Area: 6.40 Square miles



Vertical Accuracy of LiDAR:

USGS QL2 Specifications (meeting USGS 3DEP Compliance)

Projection and Datum:

NAD83(86) State Plane Wyoming East Central Zone, US Survey Foot; NAVD88 using the most current NGS Geoid Model, presently GEOID12A, US Survey Foot

Tile Size:

TBD

Aerial Data Acquisition – LiDAR data acquisition will be conducted to support the USGS QL2 3DEP Specifications. Sensor configuration will be setup to deliver a 0.7-meter pulse spacing and 2 pts m/2 point density. Data will be captured under flight conditions that are void of precipitation above or below the aircraft or clouds/smoke below the aircraft. All missions will be flown with a PDOP less than 3.2 and a KP index of less than 4. Planned overlap will be 30% or greater.

Ground Control Survey – Sanborn will perform a LiDAR calibration surveys. These survey points will be used in the calibration/boresight process to ensure the vertical accuracy of the LiDAR data, and to test processed LiDAR data and derivative data products prior to delivery. Sanborn's scope of work does not include USGS survey check points or accuracy report. All control and reference points used to calibrate, control, process, and validate the LiDAR point data or any derivative products are to be delivered and referenced within the control section of the collection report. Sanborn will evaluate the use of survey control points at PLSS corners and utilize if appropriate and practical.

Post-processing and classification – Post-processing of all LiDAR data flight strips is completed to verify quality and coverage of the LiDAR data using a variety of software

applications. LiDAR data must be filtered and classified to separate terrain data from other data on land cover and manmade features. Classification for this project will be in accordance with USGS LiDAR Base Specification Version 1.2. Classification will include delivery of all points within a .LAS format coded as follows:

Code Description

- 1 Processed, but unclassified.
- 2 Bare earth
- 7 Low noise.
- 9 Water.
- 10 Ignored ground (near a breakline).
- 17 Bridge decks.
- 18 High noise

Hydro Flattened Breaklines—Sanborn will digitize breaklines to ensure hydrography within the project area is flattened (See the “Hydro-Flattening” section and Appendices 2 “Guidelines” and 3 “Hydro-Flattening Reference” in the USGS LiDAR Base Specification Version 1.2 for detailed specification). Sanborn will follow the minimum requirements of the USGS LiDAR Base Specification Version 1.2. This does not include single line drains. Monotonicity will be maintained for all hydrography features that are digitized. Additionally, point classification for ignored ground and water will be used in conjunction with breakline placement.

Hydro Enforced Breaklines – Sanborn will digitize breaklines to ensure hydrography within the project area is enforced. Sanborn will follow the minimum requirements of the USGS LiDAR Base Specification Version 1.2. This does not include single line drains. Monotonicity will be maintained for all hydrography features that are digitized. Additionally, point classification for ignored ground and water will be used in conjunction with breakline placement. Breaklines will consist of culverts and underground streams.

Contour Production –The LiDAR DTM is processed into a TIN model, and 1-foot contours are generated. All contour lines will be solid and unbroken throughout the project, with no gaps or dangles present. Contours will be filtered and smoothed in order to extract redundant point data/vertices, and produce a more aesthetically pleasing appearance.

Quality Assurance – As a company with ISO-certified quality control procedures, Sanborn will ensure that all deliverables provided to CLIENT adhere to both high aesthetic quality and spatial accuracy standards. All production phases are quality controlled and documented.

Pilot Project

The Consultant will deliver a prototype project, defined during the kick-off meeting. The prototype project will establish delivery and acceptance standards, and establish policies and procedures to follow throughout the balance of the process. Upon completion of this prototype project, an on-site review will be conducted (post mortem) to assure appropriate expectations and standards.

Third Party Quality Control and Assurance

A third party company will be utilized to perform quality assurance and control on the project. This process will ensure the specifications for the project scope of work including content and accuracy. Sanborn will work with the third party QA/QC vendor to ensure mutually acceptable acceptance criteria and processes are used that meet the specifications outlined in the Scope of Work. Any non-conformities, data rejections, etc. that do not meet the acceptance criteria will be reviewed by Sanborn and corrected at the cost of Sanborn.

Project Deliverables

All data will be delivered on USB 2.0 portable hard drives. Sanborn will work with the Natrona Regional Geospatial Cooperative to ensure the deliverables are structured and compatible with the current Natrona Regional Geospatial Cooperative's geodatabase model. The deliverables for the project are as follows:

- A flight map/control diagram
 - Project documentation must also include a Pre-Flight Operations Plan and Post-Flight Aerial Survey and Calibration Report.
- Survey Report detailing the collection of control and reference points used for photogrammetry and LiDAR calibration.
 - All control and check points are to be delivered in ESRI Geodatabase format.
- Aerial triangulation report
- Six-inch spatial resolution 4-band, 8-bit RGB/NIR orthoimagery files in .TIFF/.TIFW format for 458.34 square miles
- Project wide MrSID mosaics will be provided in .SID/.SDW format with 20:1 compression for the 6-inch area
- Raw point cloud in .LAS format
- Classified point cloud in .LAS format
- Hydro flattened bare earth DEM in .IMG format meeting the specifications of the USGS 3DEP program
- Hydro Enforced bare earth DEM in .IMG format

- Hydro Enforced breaklines and hydro-flattened breaklines in Esri Geodatabase format
- 1-foot contours in Esri Geodatabase and Autocad v2012 format
- Processing Report detailing the calibration, classification, and product generation procedures including methodology used for breakline collection, hydro enforcement and hydro-flattening.
- FGDC compliant (XML format) metadata and other pertinent project documentation including a Topographic Data Production Methodology Report

Schedule

Product	Completion Date
Survey, Imagery and LiDAR Acquisition Plan	April 15, 2015
Survey, Imagery and LiDAR Acquisition	May 15, 2015
Aerial Triangulation and Survey Report	October 30, 2015
Orthophoto and Topographic delivery	March 31, 2016
Final Acceptance	April 30, 2016



EXHIBIT B

Compensation

CLIENT shall pay, and Sanborn agrees to accept as full consideration for its Services and Deliverables under Exhibit A of this Agreement, the firm-fixed price of Forty-seven Thousand, Nine Hundred Ninety-four dollars and Seventy-one cents (\$47,994.71).

Mobilization costs in the amount of 10% of the total price will be invoiced and paid upon Survey, Imagery and LiDAR Acquisition Plan approval for all expenses incurred to collect the aerial data necessary for the project. Invoices shall be submitted thereafter based upon the delivery milestones as follows:

- ⊗ 30% upon Survey, Imagery and LiDAR Acquisition
- ⊗ 10% upon Aerial Triangulation and Survey Report delivery
- ⊗ 40% upon initial Orthophoto and Topographic delivery
- ⊗ 10% upon Final Acceptance

Payment terms are thirty (30) days from receipt of invoice. There shall be no retainage of any invoiced amount.

Should any of CLIENT's payments be delayed by more than thirty (30) days from their due date, Sanborn shall have the right to take any one or more of the following actions:

- ⊗ Stop-work without further obligation, liability, damages or penalty until all past-due payments are received;
- Collect interest on past-due payments in accordance with applicable laws and regulations;
- ⊗ File appropriate liens against Services and Deliverables for which payment has not been received;
- ⊗ Terminate this Agreement and collect all payments due in accordance with section 4.1 using all methods available at law and in equity.

CLIENT shall pay, and Sanborn agrees to accept as full consideration for any *additional* Services and Deliverables under this Agreement, invoices for work performed at CLIENT's request through mutually negotiated Purchase Orders.

For any Purchase Orders that are not firm-fixed price, CLIENT shall be responsible for all costs and expenses incident to the performance of Services for CLIENT, including but not limited to, all costs of equipment provided by Sanborn, all travel, food, lodging, all fees, fines, licenses, bonds or taxes required of or imposed against Sanborn and all other of Sanborn's costs of doing business.



EXHIBIT C

Sanborn's Technical and Price Proposal dated December 19, 2014



EXHIBIT D

CLIENT RFP for Professional Services Regarding Geographic Information System 2015 Aerial
Mapping Update for the Metropolitan Planning Organization (MPO) of Casper, Wyoming
Project Number: MPO 15-02 dated November 3, 2014



Natrona County IT

200 N. Center Rm 105
Casper, WY 82601

Phone: 307-235-9622
Fax: 307-235-9668
Email: ehill@natronacounty-wy.gov

Eileen A. Hill
Information Technology Director

April 2, 2015

Jason Caldwell
Vice President of Business Development and Sales
The Sanborn Map Company, Inc.
1935 Jamboree Drive, Suite #100
Colorado Springs, Colorado 80920

Re: Natrona County, Wyoming
Services Agreement

Dear Mr. Caldwell,

Please find enclosed for your signature, two (2) original, signed copies of the Services Agreement with your firm to secure products and services and to perform services under the terms of this agreement to the Natrona County Government.

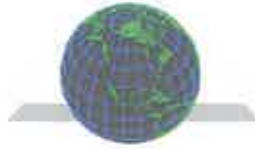
Upon attaching your signature, please return one of the copies to my office. I will then provide William P. Knight, Jr., the Natrona County Attorney, with the original and retain a copy for my records.

Sincerely,

A handwritten signature in cursive script, appearing to read "E. Hill", is written over a horizontal line.

Eileen A. Hill
Natrona County IT Director

cc: William P. Knight, Jr.
Enclosures



COMMUNITY EDUCATION CENTERS

March 30, 2015

VIA FEDERAL EXPRESS

William P. Knight, Jr., Esq.
Natrona County Legal Department
Natrona County Courthouse
200 North Center, Suite 300
Casper, Wyoming 82601


**Re: Contract between Natrona County, State of Wyoming (Board of County Commissioners of Natrona County) and Community Education Centers (Community Alternatives of Casper, Inc.)
Agreement for Misdemeanant Inmate Funding
July 1, 2015 through June 30, 2016**

Dear Mr. Knight:

Enclosed please find two (2) originals of the above-referenced Contract from July 1, 2015 through June 30, 2016, signed on March 27, 2015 by Debra Shannon, Executive Vice President and General Counsel for Community Education Centers, Inc. Please have one (1) original Contract sent back to me when both are fully executed.

Feel free to contact me directly if you have any questions. I may be reached at (973)226-2900, ext. 241.

Very truly yours,


Deborah J. Kalra-Bischoff
Legal Secretary to Debra Shannon, Esq.
and Galen G. Medley, Esq.

Enclosure

CONTRACT BETWEEN
NATRONA COUNTY, STATE OF WYOMING
(BOARD OF COUNTY COMMISSIONERS OF NATRONA COUNTY)
AND
COMMUNITY EDUCATION CENTERS
(COMMUNITY ALTERNATIVES OF CASPER, INC)
AGREEMENT FOR MISDEMEANANT INMATE FUNDING

THIS AGREEMENT is by and between the Board of County Commissioners of Natrona County, Wyoming (Board), 200 North Center Street, Room 115, Casper, WY 82601, and Community Education Centers, Inc., d.b.a. Community Alternatives of Casper, Inc. (CAC), 35 Fairfield Place, West Caldwell, NJ 07006.

WHEREAS, CAC operates a community corrections facility pursuant to W.S. §7-18-101, et seq.; and

WHEREAS, the Board desires to make space available in the Natrona County Detention Facility by decreasing the number of misdemeanor inmates in that jail, and to increase sentencing options to Courts and law enforcement in Natrona County by providing funding for the placement of convicted misdemeanants in the community correction program in Natrona County.

NOW, THEREFORE, the parties agree as follow:

1. That CAC agrees to provide space for misdemeanor placements at a per diem cost to the Board of **\$40** per placement for the first seven (7) days of a misdemeanor's placement if unemployed; and **\$30** per day for each of placement thereafter. If a misdemeanor is employed at the time of placement, or during the first week of placement, the daily rate will be reduced to **\$30** per day. The parties agree that the Board shall pay for each inmate's day of arrival but not the inmate's day of discharge.
2. The total amount budgeted for this program in fiscal year 2015/2016 shall not exceed **\$40,000** unless extended by written agreement between the parties. The parties anticipate that this amount will fund between 15 and 20 beds per day per month.
3. In the monthly billing CAC sends to the Board, CAC will state the number of resident days for which the Board is billed, less any amount collected from employed misdemeanants.
4. CAC and the Board do not assume nor are they responsible for medical expenses, transportation, or gratuities incurred by any misdemeanor resident.
5. CAC will assist each resident to find employment or retain any employment that a resident may have, and will report to the Board the compensation earned from such work. Any resident who fails to find work within fourteen (14) days may be returned to the appropriate detention facility.
6. CAC agrees to require each resident to sign a residential responsibility statement that requires the offender to contribute at least **\$10** per day or a daily amount greater than **\$10** that is equal to the lesser of 25% of the offender's weekly gross income, or **\$40** per day. Any amount collected from an offender will reduce the per diem cost that the Board is billed for the offender, unless CAC and the Board agree otherwise, in writing. Further, CAC agrees to include in each residential financial responsibility a statement that each resident agrees to be responsible for any medical expense incurred by the resident during the resident's placement at CAC.
7. CAC agrees to monitor drug and alcohol use, in accordance with State and Federal regulations, and to comply with any Court mandated requirements, pursuant to its agreement with the Natrona County Community Corrections Board.

8. The term of this Agreement shall be from July 1, 2015 through June 30, 2016. The parties may, by written agreement, amend the amount of money available for placement only with a written agreement that is signed by both parties.
9. This Agreement may be extended for additional years only by written agreement and budgetary allocations for CAC's services in any subsequent year.
10. Either party may terminate this contract upon sixty (60) days written notice delivered to the other party.
11. CAC agrees to hold harmless and indemnify the Board and their officers, agents and employees from and against any and all actions, suits, damages, liability, reasonable attorney fees or other proceedings which may arise as the result of CAC's negligence, misconduct, error or omission.
12. By entering into this contract, the Board does not waive any sovereign immunity to which they are entitled by the statute.

DATED this ____ day of _____, 2015.

**THE BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING**


Forrest Chadwick, Chairman

ATTEST:

**Renea Vitto,
Natrona County Clerk**

**Community Alternatives of Casper
10007 Landmark Lane
Casper, Wyoming 82601**

**COMMUNITY EDUCATION CENTERS,
d/b/a Community Alternatives of Casper, Inc.**

By: 
**Debra Shannon,
Executive VP and General Council**

Dated March 27, 2015

APPROVED AS TO FORM:

Dated this ____ day of _____, 2015


**William P. Knight, Jr.,
Natrona County Attorney**



NATRONA COUNTY

Development Department

200 North Center Street, Room 202
Casper, WY 82601

AGENDA

BOARD OF COUNTY COMMISSIONERS MEETING
APRIL 7, 2015
Planning Commission Recommendations

1. **Planning Commission Recommendation:** **Approve**
TA15-1 – A request by Natrona County Development Department staff to consider a text amendment to amend the text of the *Subdivision Regulations of Natrona County, Wyoming* as amended on Exhibit "B". Exhibit "B" will be available in the Development office for review.
2. **Planning Commission Recommendation:** **Approve**
TA15-2 – A request by Natrona County Development Department staff to consider a text amendment to amend the *Zoning Resolution* to adopt the Natrona County Flood Plain regulations as amended on Exhibit "A." Exhibit "A" will be available in the Development office for review.



NATRONA COUNTY

Development Department

200 North Center Street, Room 202
Casper, WY 82601

MINUTES OF THE NATRONA COUNTY PLANNING COMMISSION MARCH 10, 2015

MEMBERS PRESENT: Harold Wright, Jim Brown, Hal Hutchinson, Bob Bailey
MEMBERS ABSENT: Tom Davis

STAFF MEMBERS PRESENT: Jason Gutierrez, Trish Chavis, and Peggy Johnson

OTHERS PRESENT: Bill Knight

Chairman Wright called the meeting to order at 5:30 p.m.

ITEM 1

Brown moved and Bailey seconded a motion to approve the February 10, 2015 meeting minutes.

Motion carried unanimously.

ITEM 2

Chairman Wright opened the public hearing **TA15-1** – A request by Natrona County Development Department staff to consider a text amendment to amend the text of the *Subdivision Regulations of Natrona County, Wyoming* as amended on Exhibit "B". Exhibit "B" will be available in the Development office for review.

Gutierrez gave the staff report. Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the subdivision text amendment by the Board of County Commissioners.

Discussion between Planning and Zoning Commissioners, staff and county attorney regarding the proposed text amendment.

Public hearing open

Speaking in favor – April Gindulis, Casper-Natrona County Health Department

Discussion between the Planning and Zoning Commission, staff, the county attorney, and the health department.

Speaking in opposition – none

Public hearing closed

Hutchinson moved approval of TA15-1 Subdivision Text Amendment by this body and recommend to the Board of County Commissioners and incorporate by reference all findings of fact set forth herein and make them a part thereof . Brown seconds the motion.

Motion carries unanimously.

ITEM 3

Chairman Wright opened the public hearing **TA15-2** – A request by Natrona County Development Department staff to consider a text amendment to amend the *Zoning Resolution* to adopt the Natrona County Flood Plain Regulations as amended on Exhibit “A.” Exhibit “A” will be available in the Development office for review.

Gutierrez gave the staff report. Staff proposes that the Planning and Zoning Commission enter a motion and vote to recommend approval of the requested text amendment by the Board of County Commissioners and incorporate by reference all findings of fact set forth herein and make them a part thereof.

Discussion between Planning and Zoning Commissioners, and staff regarding the proposed text amendment.

Public hearing open

Speaking in favor – None

Speaking in opposition - None

Public hearing closed

Bailey moved approval of TA15-2 Amend the text of the 2000 Zoning Resolution of Natrona County, Wyoming to update the Flood Plain Regulations. and incorporate by reference all findings of fact set forth herein and make them a part thereof . Brown seconds the motion.

Motion carries unanimously.

Public comment – None

Commissioner Brown motioned to adjourn meeting at 6:17 p.m. Commissioner Bailey seconded the motion. Motion carries.

Natrona County Planning and Zoning Commission

Renea Vitto
Natrona County Clerk

DRAFT



NATRONA COUNTY

Development Department


200 North Center Street, Room 205
Casper, WY 82601

Jason Gutierrez, PE, Director
County web: www.natronacounty-wy.gov

Phone: 307-235-9435
Fax: 307-235-9436
Email: jgutierrez@natronacounty-wy.gov

"The purpose of the Natrona County Development Department is to provide necessary services to implement sound land use planning and economic development policies to protect and enhance the quality of life for present and future inhabitants of Natrona County."

MEMORANDUM

To: Board of County Commissioners
From: Jason Gutierrez, PE. 
Date: March 11, 2015

TA15-1 – A request by Natrona County Development Department staff to consider a text amendment to amend the text of the *2013 Subdivision Regulations of Natrona County, Wyoming* as amended in Exhibit "B". Exhibit "B" will be available in the Development office for review.

cc: County Attorney, File

Planning and Zoning Commission Recommendation:

Approve

At its March 10, 2015 meeting the Planning and Zoning Commission, with one commissioner absent, acted unanimously to recommend approval of the text amendment by the Board of County Commissioners.

(Motion passed unanimously)

NOTE: CONTINUED ON BACK OF PAGE

**AMENDMENT TO THE TEXT
OF
THE 2013 Subdivision Regulations**

TA15-0001

**STAFF REPORT: Jason Gutierrez, PE
March 16, 2015
For
April 7, 2015
Board of County Commissioner Meeting**

APPLICANT: Natrona County Development Department Staff

REQUEST: Amend the text of the *2013 Subdivision Regulations of Natrona County, Wyoming*.

BACKGROUND

Natrona County adopted subdivision regulations in 1975 and has updated them frequently to address concerns, changes and added clarity to the subdivision process. Most recently these regulations were updated in September 2013. Since the last update the following issues have occurred and are addressed in this update:

-Modifications to regulations to demonstrate adequacy of water and sewer for proposed lots

- Lots connecting to public water or sewer will need to demonstrate adequate water and/or sewer to Wyoming DEQ. Heath Department will determine need for demonstration on lots not connecting to public services and/or less than 5 lots.
- Amendment is supported by State Statue 18-5-306.

-Modifications to simple subdivision process to eliminate multiple simple subdivisions without subdivision process.

- Currently platted lots would need to go through a major subdivision process for further division.
- Current regulations allowed lot splits without the major subdivision process. Issue has become that lot splits are occurring without consideration of major subdivision requirements. There are examples of subdivisions that have doubled in size via this simple subdivision process. See attached Westcrest Ranches and Doane Lane.

- This current practice results in subdivisions that may not comply with requirements placed on earlier subdivisions. This has become a concern of Wyoming DEQ and this amendment would address this concern.
 - Proposed amendments would limit simple subdivisions to previously unplatted tracts.
- Changes in plat contents for County Clerk recording requirements
- Current regulations require plats to have places to record Instrument No., Fees, Covenants instrument number, register of deeds, and notary of surveyor's signature. Many items are addressed in other locations or methods or not required by statutes.

PROPOSAL

Amend the 2013 Subdivision Regulations of Natrona County, Wyoming, with the following changes being attached and labeled as Exhibit "B"

PUBLIC COMMENT

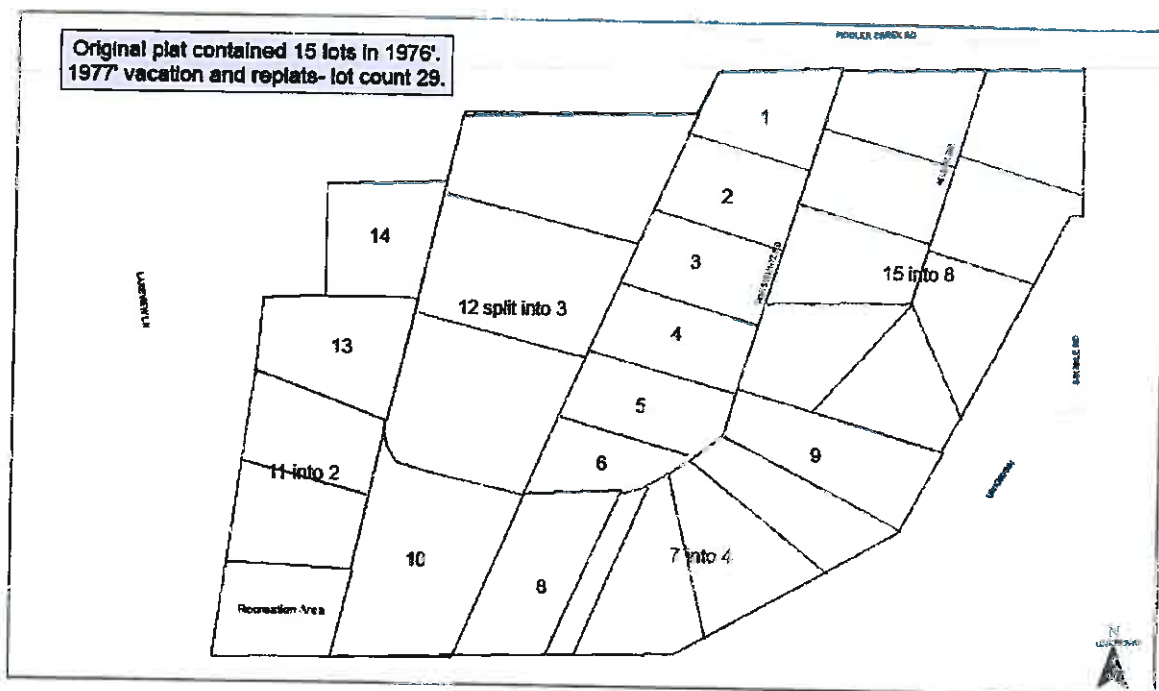
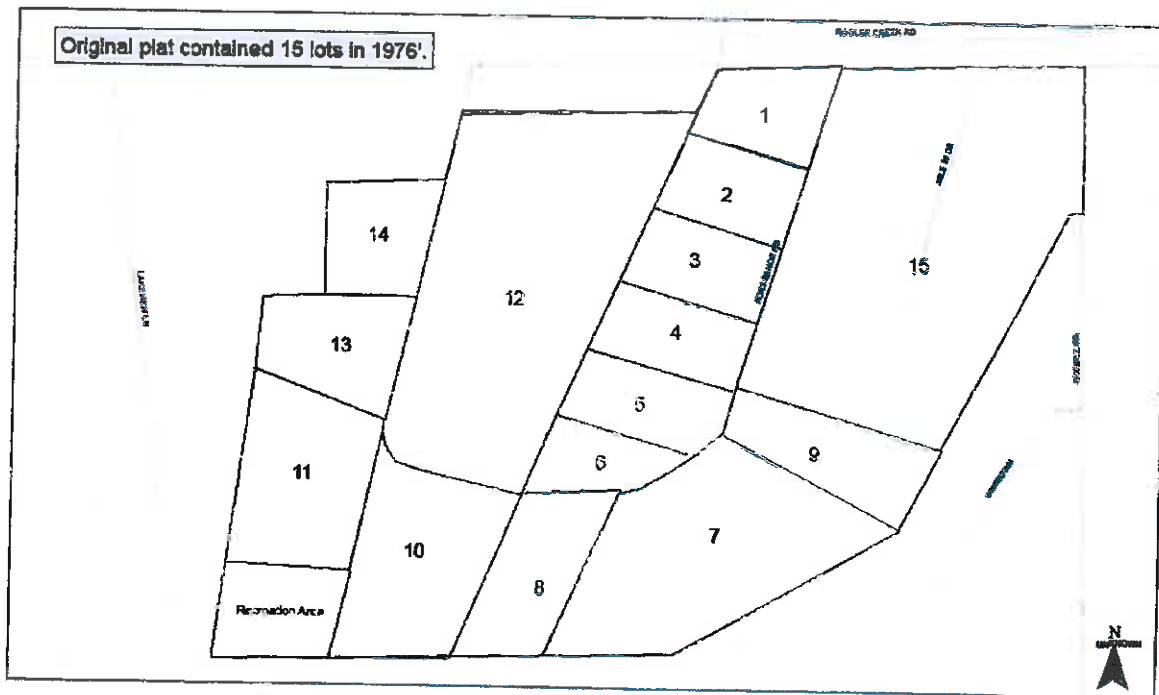
This proposed amendment and public hearings was advertised in the Casper Star Tribune.

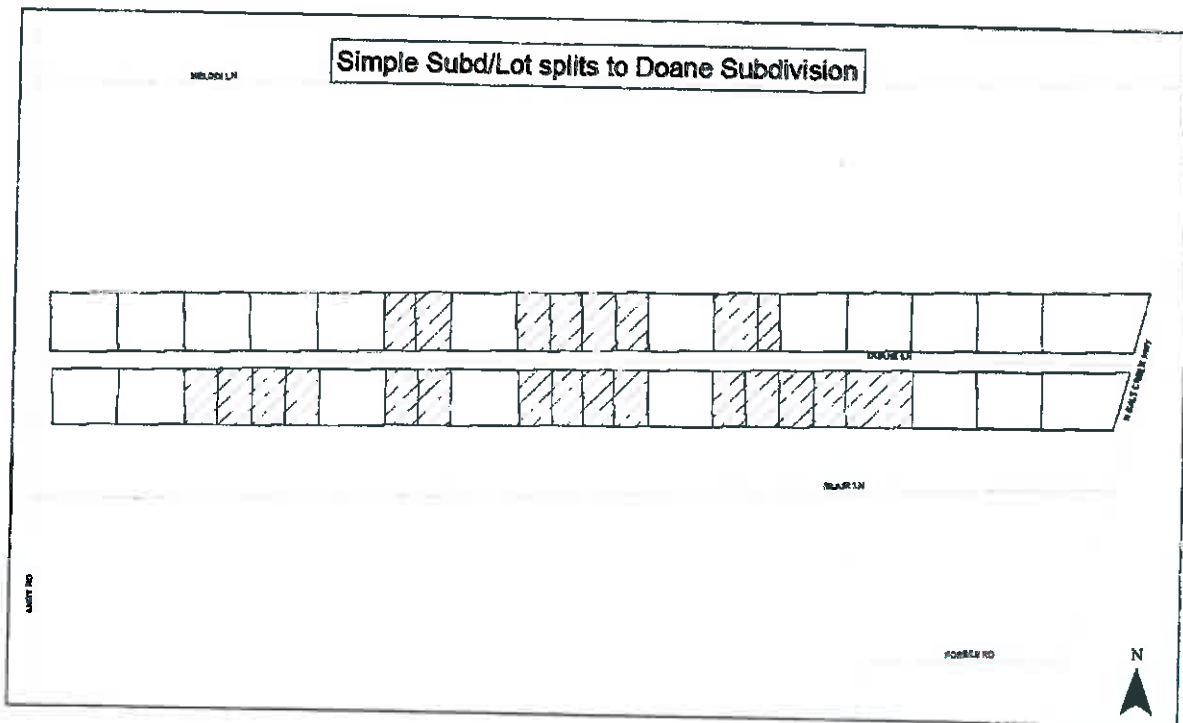
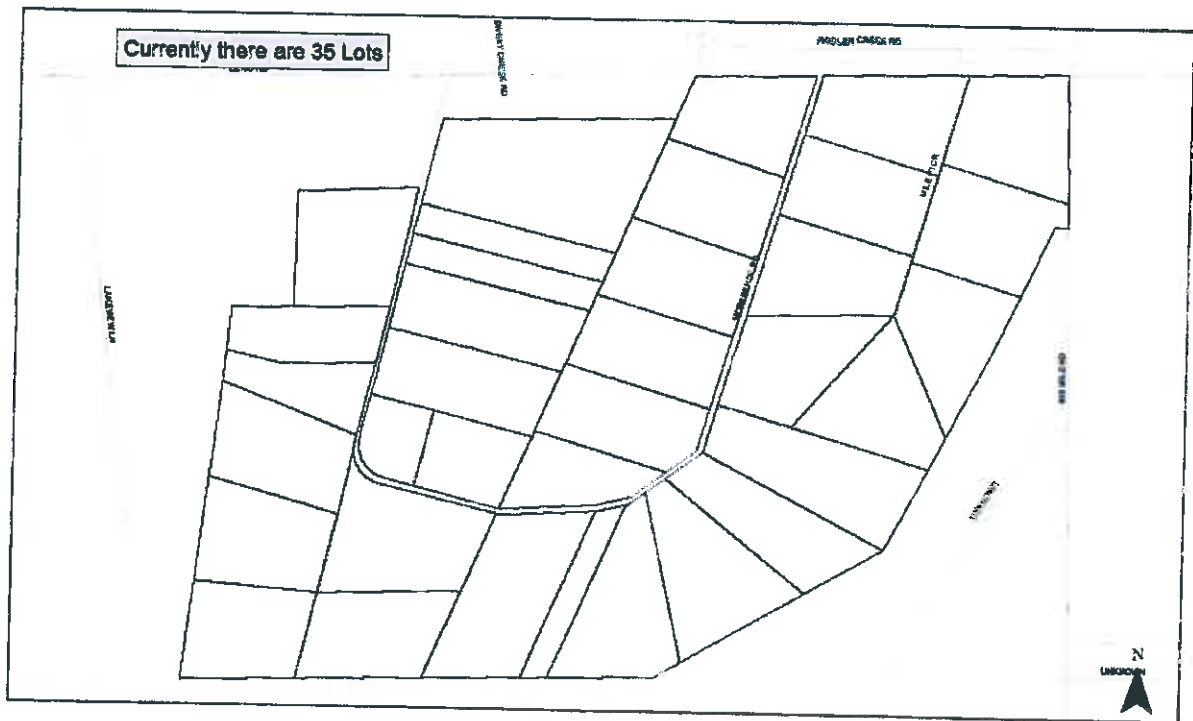
Development Department has met with Natrona County Health Department, Wyoming DEQ, County Surveyor's, County Clerk Office and has incorporated suggestions and addressed concerns.

As of the date of this staff report, no public comment on the Text Amendment proposed hereunder has been received by the Natrona County Development Department.

PROPOSED MOTION

At their March 10, 2015 meeting the Planning and Zoning Commission (one member absent) acted unanimously to recommend approval of the proposed text amendment as proposed by staff. The Planning and Zoning Commission also recommends that the motion incorporate all findings of fact set forth herein and make them a part thereof.





CHAPTER 2 TYPES OF SUBDIVISION, EXEMPTIONS, SUBDIVISION REVIEW PROCESS

Section 1. Types of Land Divisions.

a. Exemption Division: A division of land that meets the criteria from W.S. 18-5-303.

b. Simple Subdivision: A simple subdivision is a division of one (1) parcel into two (2) parcels, either of which is under thirty-five (35) acres and not part of a previously platted subdivision.

c. Major subdivision: A division of land into ~~two~~three (23) or more parcels. A major subdivision generally requires DEQ review, the Health Department will make the recommendation for DEQ review on 5 lots or less,

d. Mobile Home Park: These regulations shall apply to those areas where the owner proposes to develop, rent or lease individual sites for mobile homes and/or an RV. The regulations shall apply to existing mobile home parks in unincorporated areas of Natrona County.

Section 2. Public Hearing Requirements. A public hearing shall be held as part of the review process for every minor or major subdivision.

a. The Planning Commission and the Board of County Commissioners (BOCC) shall each hold a public hearing regarding the proposed subdivision. Notice of the time and place of the public hearings shall be published in a newspaper of general circulation in the County at least 14 days before the date of the hearing. The Development Department shall prepare and publish the legal notification. All costs associated with the publication of legal notifications shall be borne by the subdivision applicant, in addition to the application fee and recording fees. In the event that the proposed subdivision serves to vacate a prior subdivision plat, the plat vacation shall be clearly set forth in the applicable legal. A combined notice may be utilized.

b. Not less than seven days prior to the Planning Commission meeting, the property shall be posted with notice of the application, by the Development Department, on behalf of the Board of County Commissioners (BOCC), will attempt to notify all the adjacent property owners of the time, date and place of the hearing before the Planning Commission. Failure to notify adjacent property owners due to clerical oversight or failure of mail delivery shall not affect the validity of the meeting or the decision of the Planning Commission. The property owner(s) shall mark the corners of the parcel so it can be identified and viewed.

c. The Development Department shall prepare staff reports on preliminary and final plats and supporting information which will be submitted to the

g. Time Limitations. Approval of a preliminary plat shall be effective for one (1) year from the date of approval. If a final plat is not submitted within said time limit, the applicant shall submit all applicable fees again. If significant changes are proposed, a new preliminary plat application and fee shall be submitted.

h. Pursuant to W.S. 18-5-308 if any part of the subdivision lays outside the limits of an incorporated city or town but within one (1) mile of the boundaries of an incorporated city or town the approval of the governing body of the city or town must also be obtained. The Development Department shall submit a copy of the preliminary plat to the municipality for their review. Approval shall be through the signature of the Mayor on the final plat.

Section 3. Wyoming Department of Environmental Quality (WDEQ) Review Requirements

a. Wyoming Statute 18-5-306 through 18-5-308 require the County to refer subdivision applications to DEQ. Natrona County may exempt simple subdivisions from this requirement that do not connect to public water or sewer and may exempt 5 lot or less Major Subdivisions on an individual basis as recommended by the Health Department. All major subdivisions with 6 lots or more shall be submitted to DEQ. After receiving a subdivision application from the County, DEQ has Sixty (60) days to make a recommendation to the County. The purpose of the recommendation is to advise the County about water and sewage issues related to the subdivision.

b. DEQ has application requirements above and beyond those of Natrona County. These requirements are technical, detailed and numerous. Because this review is completed by DEQ, the applicant's best source of information is DEQ. Subdivision applicants should contact DEQ directly to obtain application materials and any necessary assistance.

c. Upon the subdivision preliminary plat application being submitted to the Development Department the developer shall submit the necessary information to the Wyoming Department of Environmental Quality for their review and approval. The Board of County Commissioners (BOCC) cannot proceed with its own review of the subdivision until DEQ has completed its review. The applicant is responsible for making the application to DEQ.

d. The DEQ contact person for all questions, application forms, background material, and other information regarding this program is:

Subdivision Application Coordinator
Department of Environmental Quality
Water Quality Division
Herschler Building 4W
122 West 25th St.

CHAPTER 3 SIMPLE SUBDIVISION REVIEW PROCESS

Section 1. Definitions. A simple subdivision is a division of one (1) parcel into two (2) parcels, either of which is under thirty-five (35) acres and not part of a previously platted subdivision. A simple subdivision provides for an adequate public record of the division, in a less complicated process than a major ~~or minor~~ subdivision. ~~This process is also utilized to split existing platted lots. (Lot splits). No application for a subdivision shall be submitted for a period of twelve (12) months from the recording date of any previous subdivision.~~

Section 2. Minimum requirements for a Simple Subdivision Permit

- (1) There is legal access to a public street.
- (2) If the current access is part of an existing Improvement and Service District, the new lot will be required to join the Improvement and Service District.
- (3) All utility easement requirements have been satisfied. See Ch. 7 Section 12
- (4) The lot sizes must comply with current zoning regulations.
- (5) The applicant shall provide a study evaluating the water and sewage system proposed for the subdivision and the adequacy and safety of that system. See Appendix – O Sewage System and Appendix P – Water Supply System ~~Health Department requirements shall be met.~~
- (6) Proof of Ownership required.
- (7) The subdivision is consistent with Natrona County Development Plan and the Natrona County Zoning Resolution.
- (8) The subdivision appears to be compatible with the surrounding area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the county.

Section 3. Survey Requirements

a. A Record of Survey shall accompany or be referenced by all deeds recorded in the Office of the Natrona County Clerk that create a Simple Subdivision. The Record of Survey shall comply with the requirements of Appendix M of these standards and regulations.

Section 4. Review Process

- (a.) A "Simple Subdivision Application Form" shall be submitted to the County Development Department (see Appendix B).
- (b.) A recorded warranty deed shall be submitted by the owner.
- (c.) The application and survey are submitted to the Health Department, County Surveyor and Assessor's mapping Department for review.
- (d.) The record of survey shall be approved by the County Development Department, Surveyor and Health Department.
- (e.) The County Development Director shall waive the record of survey requirements when aliquot parts are created such as when all parcels created by the division are either section quarters or quarter-quarters or are government resurvey lot or tracts or combinations of these.
- (f.) The Development Department staff shall submit a report of simple subdivision recorded to the Planning Commission and Board of County Commissioners (BOCC) at a regular interval.
- (g) **No Simple Subdivision will be approved if there is a deliberate attempt to avoid the requirements of Wyoming Statute 18-5-306.**

CHAPTER 4 MAJOR SUBDIVISION REVIEW PROCESS

Section 1. Purpose. This section establishes the process to review and approve major subdivisions within Natrona County.

Section 2. Definition. A division of land into ~~two~~three (23) or more parcels of 140 acres or less and not classified as a Simple Subdivision.

Section 3. Pre-Application Conference: A pre-application conference shall be held prior to submission of any development applications, including a Major Subdivision. A new pre-application conference shall be required before submission of an application if more than a year has passed since the previous conference. See Chapter IV Section 9 of the 2000 Zoning Resolution.

Section 4. Minimum Application Requirements for a Major Subdivision:

- a. Evidence satisfactory to the board that the proposed subdivision complies with any applicable zoning or land use regulations.
- b. The Applicant shall submit a major subdivision preliminary plat application (see Appendix C) and preliminary plat of the proposed major subdivision drawn in accordance with the requirements of Appendix J. Applicant shall also furnish eight (8) full size prints (24" x 36") and one reproducible 11" x 17" copy of the plat and any supporting documents. Supporting Documents Required:
 1. Two (2) copies of Proof of Ownership of the proposed subdivision meeting the requirements of Appendix H.
 2. Eight (8) copies of any covenants proposed for the subdivision.
 3. Eight (8) copies of a written statement outlining the considerations that have been given to the maintenance of the quality of life and scenic beauty in the area. These might include maintaining open lands and vista, avoiding building on skylines or hilltops, avoiding disturbing the local natural beauty, compatibility with surrounding land uses, natural landscaping, non-intrusive home setting, etc.
 4. Eight (8) copies of the percolation tests conducted in accordance with the City of Casper/Natrona County Health Department regulations, with test locations shown on a copy of the preliminary plat indicating soil types, percolation rates, depth to groundwater and suitability for on site waste water

disposal. One percolation test shall be done on each lot for which development is proposed, or as required by the City of Casper/Natrona County Health Department or Department of Environmental Quality (DEQ).

5. Eight (8) copies of a summary statement including the total number of proposed dwellings and other improvements, information concerning established flood plains on the property from the Natrona County Flood Regulations.

6. Information concerning storm water treatment and management, if applicable and as may be required by law.

7. Notice of existing easements and a right-of-way to the subdivision from a state highway, county road or any road dedicated to public use.

- c. If the subdivider proposes to utilize adjoining property for sewer, drainage, sewer lines, power lines, or other utilities, the subdivider shall provide copies of binding easements.
- d. The applicant shall provide a study evaluating the water and sewage system proposed for the subdivision and the adequacy and safety of that system. See Appendix O-Sewage System and Appendix P-Water Supply System.
- e. Documentation satisfactory to the Board of County Commissioners (BOCC) that adequate access has been provided and that all proposed streets, alleys, and roadways within the subdivision conform to the minimum standards adopted by the Board of County Commissioners (BOCC).
- f. Proof that the applicant has published a Notice of Intent to Subdivide twice in two (2) separate weeks within thirty (30) days of submitting the application for a major subdivision. (See Appendix G)
- g. ~~Upon receipt of~~ Proof that the applicant has submitted a subdivision permit application filed with the County, the subdivider shall send three (3) copies to the Department of Environmental Quality if the subdivision has 6 or more lots or as recommended by the Health Department.
- h. The statement of review and recommendations from the local conservation district regarding soil suitability, erosion control, sedimentation, and flooding. A recommendation from the

Section 2. Amendment of Recorded Plats.

- a. Minor amendments which are filed with the Natrona County Clerk to correct minor survey or drafting errors in a recorded plat shall be prepared in the form of an affidavit or, where deemed necessary for clarity, a revised plat certified to be a land surveyor licensed with the State of Wyoming.
- b. Minor amendments to the external boundaries or internal boundary lot lines to a recorded plat which do not increase the number of lots, make any lots smaller than the minimum zoning lot size or add roads shall be submitted as an amended final plat. The amended final plat shall be prepared and submitted in compliance with the final plat requirements of the Resolution to the Development Department who will review the plat for approval.
- c. Minor internal lot line adjustments may be approved by the Development Department without the necessity of going through the full platting or replatting process. The adjustments may be allowed due to encroachments, setback requirements, legitimate boundary disputes, or similar circumstances. This process can be done by submitting an affidavit for minor boundary line adjustments with a surveyed exhibit attached for approval by the Development Department before recording.

Section 3. Resubdivisions.

- a. The subdivision of any lots, tracts, or parcels, or the relocation or addition of roads within a subdivision shall be considered a new subdivision and a plat shall be prepared and submitted in compliance with the requirements for subdivisions as set forth in this Resolution.
- b. ~~Splitting of any single lot may be completed as a Simple Subdivision, Chapter 3, and Appendix M..~~

Section 4. Disclosure Statement.

- a. A full disclosure statement shall be submitted for review and approval by the Planning Commission and Board of County Commissioners (BOCC) prior to approval of every final plat, and as approved, recorded with the final plat.
- b. Disclosure statements shall provide information about the following:
 - (1) Road construction and continuing maintenance including snow removal responsibility.

APPENDIX B
SIMPLE SUBDIVISION
Application Form

A simple subdivision is a division of one parcel into two parcels, either of which is under 35 acres and not part of a previously platted subdivision. Provides for an adequate public record of the division, in a less complicated process than a major division.

APPLICATION INSTRUCTIONS

This is an application for a simple subdivision on the parcel of land described hereon. Citizens are encouraged to discuss their application with an appropriate member of the Development Department. All documentation must be complete.

THE FOLLOWING SHALL BE SUBMITTED:

A completed application form. Answer all portions and type or print your answers. Attach additional pages, if needed.

A record of survey – See Appendix M, Natrona County Subdivision Regulations.

(The County Development Director shall waive the record of survey requirement when aliquot parts are created such as when all parcels created by the division are either section quarters or quarter-quarters or are government resurvey lot or tracts or combinations of these).

A copy of the warranty deed is required.

Application fee, as determined by Board of County Commissioner Resolution.

- | Applicant | Owner |
|--|----------------|
| 1. Name: _____ | Name: _____ |
| 2. Address: _____ | Address: _____ |
| 3. Phone: _____ | Phone: _____ |
| 4. Explain why you are requesting the simple subdivision, detail the proposed use:

_____ | |
| 5. Legal description, acreage and PID (Parcel Identification Number) (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter section, section township and range). | |

supervision on _____ (Date) and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey.

Surveyor, LS number

The approval by the Commission shall be as follows:

"Approved by the Natrona County Commission this ____ day of _____ 20 ____."

Attest: County Clerk Chairman of the Commission

Approval by any incorporated City or Town, if pertinent (within one mile of the proposed subdivision), in accordance with Wyoming Statutes, Section 18-5-308 wording shall be as follows:

"Approved by the (City or Town) Council of (name of City or Town) this ____ day of ____ 20 ____."

Attest: City or Town Clerk for Mayor

The approval by the Board shall be as follows:

"Approved by the Natrona County Board this ____ day of _____ A.D. 20 ____"

Attest: County Clerk for Chairman

~~For Filing of the Plat in the Office of the County Clerk:~~

~~STATE OF WYOMING _____)
_____)SS
COUNTY OF Natrona County)~~

~~This instrument was filed for the record on the _____ day of _____, 20 __, at _____, and was duly recorded in Instrument No. _____~~

~~FEES: \$ _____~~

~~Register of Deeds~~

~~Protective covenants are recorded in Instrument No. _____~~

**APPENDIX N
RECORD OF SURVEY AFFIDAVIT**

I, (Surveyor's Name) _____, a Professional Land Surveyor, License No. _____, do hereby certify that this plat was made from notes taken during an actual survey made under my direct supervision during (insert date), and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey.

~~STATE OF WYOMING)~~
~~_____)ss~~
~~COUNTY OF NATRONA)~~

Surveyor's Signature

Surveyor's Stamp

Surveyor's Name, P.L.S. No. and Expiration Date

~~The foregoing instrument was acknowledged before me by~~
~~_____ this _____ day of _____, 20__.~~

~~Witness my hand and official seal.~~

~~My commission expires:~~

~~_____~~

APPENDIX O SEWAGE SYSTEM

Purpose. §18-5-306 A study evaluating the sewage system proposed for the subdivision and the adequacy and safety of the system, the study shall. At a minimum, include the following:

- A. Identification of the type of sewage system to serve the subdivision and identification of the entity or entities responsible for the design, construction, operation and maintenance of the proposed facility;
- B. For all types of sewage systems EXCEPT individual on-lot sewage systems, a report submitted by the subdivider as to the adequacy and safety of the proposed sewage system. The report shall address, at the minimum, the following issues:
 - 1) An assessment of the adequacy of the proposed sewage system in relation to the proposed population density of the subdivision and any other existing or proposed land and water issues in the vicinity of the subdivision that may affect the adequacy of the system;
 - 2) An estimate of the total number of gallons per day of sewage generated by the proposed subdivision where a central sewage system is proposed;
 - 3) A demonstration that technical requirements and design standards of the Department of Environmental Quality applicable to central sewage systems can and will be met;
 - 4) Where utilization of or connection to an existing private or public sewage system is proposed, documentation that application to such entity has been made and that the entity can and will provide service;
 - 5) A detailed demonstration that the proposed sewage system for the subdivision is compatible with the proposed water supply system for the subdivision. The study shall demonstrate that the operation of the sewage system will not affect the suitability or safety of the proposed water supply system and a determination of the potential impacts of downgradient use of groundwater;
 - 6) Demonstration that the proposed sewage system will meet all County, State and Federal standards. The demonstration shall address the relationship of the development to any local or state approved water quality management plans established pursuant to Section 201 of the Federal Clean Water Act, 33 U.S.C. Section

1281 and demonstrate no conflict exists with any state approved local wellhead protection plan or local source water protection plan established pursuant to the Federal Safe Drinking Water Act.

C. Where individual on-lot sewage systems are proposed by the subdivider, a report submitted by the subdivider shall document the safety and adequacy of the proposed on-lot sewage systems including the following:

- 1) Adequacy of separation distances;
- 2) Separation of drainfield relative to groundwater and impervious soils;
- 3) Suitability of the subdivision soil conditions;
- 4) Suitable topography;
- 5) Proposed population density;
- 6) Protection of groundwater uses; and
- 7) Watersheds located on or draining into, under or over the proposed subdivision.

D. Where individual on-lot sewage systems are proposed, the words "NO PROPOSED CENTRALIZED SEWAGE SYSTEMS," in bold capital letters shall appear on all offers, solicitations, advertisements, contacts, agreements and plats relating to the subdivision

E. If the subdivider proposes to utilize adjoining property for sewers, drainage, sewer lines, power lines or other utilities, the subdivider shall provide copies of binding easements of not less than twenty (20) feet in width for the proposed facilities from each property owner over whose land such services shall extend and shall provide a minimum access roadway right-of-way of sixty (60) feet to the subdivision for all public ways.

APPENDIX P WATER SUPPLY SYSTEMS

Purpose. §18-5-306 A study evaluating the water supply system proposed for the subdivision and the adequacy and safety of the system. The study shall, at a minimum, include the following:

- A. Identification of the type of water supply system proposed to serve the subdivision and identification of the entity or entities responsible for the design, construction, operation and maintenance of the proposed facility;
- B. For all water supply systems EXCEPT individual on-lot wells, a report must be submitted by the subdivider demonstrating the adequacy and safety of the proposed water supply system. The report shall address, at a minimum, the following issues:
 1. The estimated total number of gallons per day for the subdivision water supply system;
 2. Documentation that the proposed water supply system will be compatible with and not adversely affected by the sewage system proposed for the subdivision or any other sources of pollution within reasonable distance;
 3. List of all surface and groundwater rights which will be used or which may be affected, including state engineer application and permit numbers and description of expected effects;
 4. Plans for the mitigation of water right conflicts resulting from the use of water within the proposed subdivision;
 5. When connecting to an existing water supply system, the report shall also contain:
 - a. Documentation that public or private water suppliers can and will supply water to the proposed subdivision, stating the amount of water available for use within the subdivision and the feasibility of extending service to that area;
 - b. Documentation concerning the potability of the proposed water supply for the subdivision.
 6. Where a centralized water supply system is proposed containing a new source of water supply to be developed, the report shall also demonstrate that the water supply system is sufficient in terms of quality, quantity and dependability and will be available to ensure an adequate water supply system for the type of subdivision proposed. The report shall include a narrative summary of:



NATRONA COUNTY

Development Department


200 North Center Street, Room 205
Casper, WY 82601

Jason Gutierrez, PE, Director
County web: www.natronacounty-wy.gov

Phone: 307-235-9435
Fax: 307-235-9436
Email: jgutierrez@natronacounty-wy.gov

"The purpose of the Natrona County Development Department is to provide necessary services to implement sound land use planning and economic development policies to protect and enhance the quality of life for present and future inhabitants of Natrona County."

MEMORANDUM

To: Board of County Commissioners
From: Jason Gutierrez, PE 
Date: March 11, 2015

TA15-2 – A request by Natrona County Development Department staff to consider a text amendment to amend the text of the *2000 Zoning Resolution of Natrona County, Wyoming* to update Section 18, Floodplain Regulations, as amended in Exhibit "A". Exhibit "A" will be available in the Development office for review.

cc: County Attorney, File

Planning and Zoning Commission Recommendation:

Approve

At its March 10, 2015 meeting the Planning and Zoning Commission, with one commissioner absent, acted unanimously to recommend approval of the text amendment by the Board of County Commissioners.

(Motion passed unanimously)

NOTE: CONTINUED ON BACK OF PAGE

**AMENDMENT TO THE TEXT
OF
THE 2000 Zoning Resolution of Natrona County, Wyoming**

TA15-0002

**STAFF REPORT: Trish Chavis
March 16, 2015
For
April 7, 2015
Board of County Commissioner Meeting**

APPLICANT: Natrona County Development Department Staff

REQUEST: Amend the text of the *2000 Zoning Resolution of Natrona County, Wyoming* to update the Flood Damage Protection Regulations.

BACKGROUND

Natrona County has been a participating member of the National Flood Insurance Program (NFIP) since the adoption of the regulations in 1989. The Natrona County Flood Plain Regulations established general provisions regarding the establishment of a flood plain as well as provide for the administration along with provisions for flood hazard reduction.

Recently, FEMA completed a re-evaluation of flood hazards in our community. On May 6, 2011 and August 23, 2013, FEMA provided Natrona County with Preliminary and revised Preliminary copies of the Flood Insurance Study (FIS) report and FIRM that identified existing flood hazards in our community. The proposed flood hazard determinations were published in the *Casper Star-Tribune* and the *Casper Journal* on March 18, 2014 and March 25, 2014.

The statutory 90-day appeal period, which was initiated on the second newspaper publication date cited above, has ended. FEMA did not receive any appeals of the proposed flood hazard determinations during that time. The firm for our community will become effective May 18, 2015.

Prior to May 18, 2015, Natrona County is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3 (d), of the NFIP regulations by the effective date of the FIRM.

One of step of the adoption process FEMA has set up is a review of the Flood Plain Regulations and the recommended changes, Local/State/FEMA review and approval is required. This step

has been met and approval was granted by the FEMA Region VIII Natural Hazards Specialist and the State NFIP Coordinator.

The adoption of compliant floodplain management measures will provide protection for Natrona County and will ensure its participation in the National Flood Insurance Program (NFIP). Communities that fail to enact the necessary floodplain management regulations will be suspended from participating in the NFIP and no federal agency shall approve any financial assistance for acquisition or construction purposes.

PROPOSAL

Amend the 2000 Zoning Resolution of Natrona County, Wyoming, with the following changes being the key elements.

- Addition of frequently used terms
- Incorporation of frequently used terms into procedures (Base Flood Elevation in addition to Mean Sea Level)
- Updated Chapter 5, Provisions for Flood Hazard Reduction.
- Updated Chapter 6, Penalties for Violation, to be consistent with the penalties throughout the Zoning Resolution.

The full proposal is attached as Exhibit "A".

KEY ISSUE

Should the Flood Damage Prevention Regulations be updated to ensure compliancy with FEMA?

GENERAL STANDARDS FOR TEXT AMENDMENTS

Recognition of Change. It is recognized that changing conditions in the County and/or legislative changes may require amendments to be adopted to the language of this Resolution.

Proposed finding of fact. In its administration of Flood Plain Regulations, the Natrona County Development Department must apply due diligence to ensure that its regulations fully comply with all applicable Wyoming State Statutes and Federal Requirements.

PUBLIC COMMENT

As of the date of this staff report, no public comment on the Text Amendment proposed hereunder has been received by the Natrona County Development Department.

PROPOSED MOTION

At their March 10, 2015 meeting the Planning and Zoning Commission acted unanimously (one member absent) to recommend approval of the proposed text amendment as proposed by staff. The Planning and Zoning Commission also recommends that the motion incorporate all findings of fact set forth herein and make them a part thereof.

Exhibit "A"

SECTION 18. FLOOD DAMAGE PREVENTION REGULATIONS

Chapter 1 – Statutory Authorization, Findings of Fact, Purpose and Methods

Section A. Statutory Authorization

The Legislature of the State of Wyoming has in Wyoming Statutes Title 18, Article 2 (18-5-201 through 207) delegated the responsibility of local governmental units to adopt regulations designed to promote the public health, safety and welfare of its citizenry. Therefore, the Board of County Commissioners of Natrona County, Wyoming does ordain as follows:

Section B. Findings of Fact

The flood hazard areas of Natrona County are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazards areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, flood proofed or otherwise protected from flood damage.

Section C. Statement of Purpose

It is the purpose of this Resolution to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- Protect human life and health;
- Minimize expenditure of public money for costly flood control projects;
- Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- Minimize prolonged business interruptions;
- Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- Insure that potential buyers are notified that property is in a flood area.

Section D. Methods of Reducing Flood Loss

In order to accomplish its purposes, this Resolution uses the following methods:

- Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
- Control filling, grading, dredging and other development which may increase flood damage;
- Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Chapter 2 - Definitions

Unless specifically defined below, words or phrases used in this Resolution shall be interpreted to give them the meaning they have in common usage and to give this Resolution its most reasonable application.

100-year Flood – The one-percent annual chance flood is also called the 100-year flood because the inverse of one percent (one divided by one percent or 0.01) equals 100. This calculation gives us the flood's recurrence interval, in terms of probability, which is 100 years. The "100-year flood", "base flood", and "one-percent annual chance flood" are often interchangeable.

Accessory Structure – means a structure on the same lot or parcel as a principal structure, the use of which is incidental and subordinate to the principal structure.

Alluvial Fan Flooding - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appeal – A request for a review of the County Development Department's interpretation of any provisions of this Resolution or a request for a variance.

Area of Special Flood Hazard — is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, ~~and A1-99, VO, V1-30, VE or V.~~

Base Flood - means the flood having a one (1) percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) – means the elevation of surface water resulting from a flood that has a one (1) percent chance of equaling or exceeding that level in any given year.

Basement - means any area of the building including crawlspace having its floor sub-grade (below ground level) on all sides.

Critical Feature - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development - means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Digital FIRM (DFIRM) – means the Digital Flood Insurance Rate Map. It depicts flood risk and zones, and flood risk information. The DFIRM presents the flood risk information in a format suitable for electronic mapping.

Elevated Building – means a non-basement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, ~~or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor~~ elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters.

~~In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.~~

Existing Construction - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing Manufactured Home Park or Subdivision - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an Existing Manufactured Home Park or Subdivision - means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA) – The Federal agency under which the NFIP is administered. In March 2003, FEMA became part of the newly created U.S. Department of Homeland Security.

Flood or Flooding - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- Overflow of inland or tidal waters.
- Unusual and rapid accumulation or runoff of surface waters from any source.

Flood Fringe – means a portion of the floodplain outside of the floodway covered by floodwaters during the regulatory flood.

Flood Insurance Rate Map (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of Special Flood Hazard Areas (SFHAs), the Base Flood Elevations (BFEs), and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) - is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

Floodplain or Flood-prone Area - means any land area susceptible to being inundated by water from any source (see definition of flooding).

Floodplain Management - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain Management Regulations - means zoning Resolutions, subdivision regulations, building codes, health regulations, special purpose Resolutions (such as a floodplain Resolution, grading Resolution and erosion control Resolution) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood Protection System - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Flood Proofing - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway (Regulatory Floodway) - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Functionally Dependent Use - means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest Adjacent Grade (HAG) - means the highest natural elevation of the ground surface prior to construction, next to the proposed walls of a structure. Refer to the Elevation Certificate, FEMA Form 81-31, for HAG related to building elevation information.

Historic Structure - means any structure that is:

- Listed individually in the National Register of Historic Places (a listing maintained by The Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - by an approved state program as determined by the Secretary of the Interior or;
 - directly by the Secretary of the Interior in states without approved programs.

Letter of Map Change (LOMC) – means the official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMCs are issued in the following categories:

- Letter of Map Amendment (LOMA): A revision based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and established that a specific property is not located in a special flood hazard.
- Letter of Map Revision (LOMR): A revision based on technical data showing that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination that a structure or parcel has been elevated by fill above the base flood elevation and is excluded from the special flood hazard area.

- Conditional Letter of Map Revision (CLOMR): A formal review and comment by FEMA as to whether a proposed project complies with the minimal National Flood Insurance Program floodplain management criteria. A CLOMR does not amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest Floor - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured Home - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle". However, this term also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days.

Manufactured Home Park or Subdivision - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean Sea Level - means, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

New Construction - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Recreational Vehicle - means a vehicle which is:

- built on a single chassis;
- 400 square feet or less when measured at the largest horizontal projections;
- designed to be self-propelled or permanently towable by a light duty truck; and
- designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Floodway – means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Start of Construction - ~~For other than new construction or substantial improvements, under the Coastal Barrier Resources Act (CBRA),~~ Includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure - means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Substantial Damage - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- Any project for improvement of a structure to correct existing violations of state or Local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions; or
- Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as an "historic structure."

Variance - is a grant of relief to a person from the requirement of this Resolution when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this Resolution. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

Violation - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in ~~Section this resolution 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5)~~ is presumed to be in violation until such time as that documentation is provided.

Water Surface Elevation - means the height, in relation to the North American Vertical Datum (NAVD) of 1988 or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Chapter 3 – General Provisions

Section A. Lands to Which This Resolution Applies

The resolution shall apply to all areas of special flood hazard within the jurisdiction of Natrona County, Wyoming.

Section B. Basis for Establishing the Areas of Special Flood Hazard

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Natrona County, Wyoming, ~~and Incorporated Communities, dated a preliminary draft of which is incorporated herein by reference and available at the Natrona County Development Department, dated July 16th, 2004 May 18, 2015,~~ with accompanying Flood Insurance Rate Maps ~~and Flood Boundary Floodway Maps (FIRM and FBFM)~~ and any revisions thereto are hereby adopted by reference and declared to be a part of this resolution.

Section C. Establishment of Development Permit

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this resolution. County regulations may also require the issuance of a zoning certificate and a building permit.

Section D. Compliance

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this Resolution and other applicable regulations.

Section E. Abrogation and Greater Restrictions

This Resolution is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Resolution and another Resolution,

easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Section F. Interpretation

In the interpretation and application of this Resolution, all provisions shall be:

- considered as minimum requirements;
- liberally construed in favor of the governing body; and
- deemed neither to limit nor repeal any other powers granted under State statutes.
- In accordance with the requirements of the Natrona County Zoning Resolution.

Section G. Warning and Disclaimer of Liability

The degree of flood protection required by this Resolution is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Resolution does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This Resolution shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this Resolution or any administrative decision lawfully made thereunder.

Chapter 4 - Administration

Section A. Designation of the Floodplain Administrator

The Natrona County Planning Department is hereby appointed the Floodplain Administrator to administer and implement the provisions of this Resolution and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management. The Board of County Commissioners may authorize any person, agency, governmental department or incorporated city to administer the resolution of these regulations upon a majority vote by the Board.

Section B. Duties and Responsibilities of the Floodplain Administrator

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

- a) Maintain and hold open for public inspection all records pertaining to the provisions of this Resolution.
- b) Review permit application to determine whether proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.
- c) Review, approve or deny all applications for development permits required by adoption of this Resolution.

- d) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- e) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.
- f) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the Wyoming Office of Homeland Security, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- g) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- h) When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article 5.
- i) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- j) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision).

Section C. Permit Procedures

Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

- a) Elevation (in relation to mean sea level) and in relation to the Base Flood Elevation (BFE), of the lowest floor (including basement or crawlspace), of all new and substantially improved structures;
- b) Elevation in relation to mean sea level and in relation to the Base Flood Elevation (BFE) to which any non-residential structure shall be flood proofed;
- c) Certification from a Wyoming Registered Professional Engineer or architect that the non-residential flood proofing methods structure shall meet the flood proofing criteria of Article Chapter 5, Section B(2);
- d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
- e) Maintain a record of all such information in accordance with ChapterArticle 4, Section (B)(1).

Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this Resolution and the following relevant factors:

- a) The danger to life and property due to flooding or erosion damage;
- b) The susceptibility of the proposed facility and its contents to flood damage and the Effect of such damage on the individual owner;
- c) The danger that materials may be swept onto other lands to the injury of others;
- d) The compatibility of the proposed use with existing and anticipated development;
- e) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- f) The costs of providing governmental services during and after flood conditions Including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
- g) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
- h) The necessity to the facility of a waterfront location, where applicable;
- i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- j) The relationship of the proposed use to the comprehensive plan for that area.

Section D. Appeal and Variance Procedures

- a) Any person aggrieved by any written determination, interpretation, decision, or similar action taken by The County Planning Department under the provisions of these Regulations may appeal such action to The Natrona County Planning and Zoning Commission. Appeals shall be in writing on a form provided by the County Planning

Department, and shall state the basis of the appeal. Appeals shall be filed with The County Planning Department no later than the tenth (10th) calendar day following the date of the action from which an appeal is taken.

- b) The Planning and Zoning Commission shall hear the request and forward its recommendation to The Board of County Commissioners not later than its second regular meeting following the date on which the appeal was filed in the County Planning office.
- c) The Board of County Commissioners shall take action on the appeal or variance not later than its second regular meeting following the date on which the appeal was filed with The Planning and Zoning Commission.
- d) The Board of County Commissioners shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this Resolution.
- e) Any person or persons aggrieved by the decision of the The Board of County Commissioners may appeal such decision in the courts of competent jurisdiction.
- f) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
- g) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this Resolution.
- h) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C(2) of this ~~Chapter~~Article have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
- i) Upon consideration of the factors noted above and the intent of this Resolution, The Board of County Commissioners may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this Resolution (~~Chapter~~Article 1, Section C).
- j) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- k) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- l) Prerequisites for granting variances:

- Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - Variances shall only be issued upon:
 - 1) showing good and sufficient cause;
 - 2) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and
 - 3) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or Resolutions.
 - Any application to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- m) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
- the criteria outlined in ChapterArticle 4, Section D(~~a1~~)-(19) are met, and
 - the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

CHAPTER 5 – Provisions for Flood Hazard Reduction

Section A. General Standards

In all areas of special flood hazards the following standards are required:

a) Subdivision Standards

- 1) All subdivision proposals shall be constituent with the need to minimize flood damage.
- 2) All subdivision preliminary plats/development plans shall include the mapped flood hazard zones from the effective FIRM.
- 3) Base flood elevation data shall be generated and/or provided for subdivision proposals and all other proposed development, including manufactured home parks and subdivisions, greater than fifty lots or five acres, whichever is less.
- 4) All subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- 5) All subdivisions shall have adequate drainage to reduce exposure to flood hazards.

b) Construction Standards

- 1) New construction and substantial improvements of an existing structure including a structure that has been substantially damaged, shall be anchored to prevent flotation, collapse or lateral movement of the structure.
- 2) New construction and substantial improvements of an existing structure, including a structure that has been substantially damaged, shall be constructed with materials and utility equipment resistant to flood damage.
- 3) New construction or substantial improvements of an existing structure, including a structure that has been substantially damaged, shall be constructed by methods and practices that minimize flood damage.
- 4) All new construction or substantial improvements of an existing structure, including a structure that has been substantially damaged, that includes a fully enclosed area located below the lowest floor formed by the foundation and other exterior walls shall be designated to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater. Designs for complying with this requirement must be certified by a licensed professional engineer or architect or meet the following minimum criteria:
 - Provide a minimum of two (2) openings with a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - The bottom of all openings shall be no higher than one foot above the higher of the exterior or interior grade floor immediately below the opening;
 - Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwater in both directions without manual intervention.
 - To comply with the "Lowest Floor" criteria of this ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage maintenance equipment used in connection with the premises, or entry to the elevated area.
 - The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
 - For crawlspace foundation types, construction must follow the guidelines in FEMA TB 11-01, Crawlspace Construction for Structures Located in Special Flood Hazard Areas: national Flood Insurance Program Interim Guidance, specifically:
 - Below grade crawlspaces are prohibited at sites where the velocity of floodwater exceed 5 feet per second;
 - Interior grade of the crawlspace below the BFE must not be more than 2 feet below the lowest adjacent exterior grade (LAG);
 - Height of the below grade crawlspace, measured from the lowest interior grade of the crawlspace to the bottom of the floor joist must not exceed 4 feet at any point;

- Contain an adequate drainage system that removed floodwaters from the interior area of the crawlspace.
- 5) All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other facilities shall be designed and/or elevated to prevent water from entering or accumulating within the components during flooding.
- 6) New and replacement water supply systems shall be designed to minimize or to eliminate infiltration of flood waters into the system.
- 7) New and replacement sanitary sewage systems shall be designed to minimize or to eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- 8) On-site waste disposal systems shall be located and constructed to avoid functional impairment, or contamination from them, during flooding.
- 9) Any alteration, repair, reconstruction, or improvement to a structure that is not compliant with the provisions of the resolution, shall be undertaken only if the nonconformity is minimal in order to meet health and safety standards.

Section B. Specific Standards

a) Manufactured Home Standards

In all Areas of Special Flood Hazard where the Flood Protection Elevation is established, these standards for manufacture homes and recreational vehicles that are an allowed use under the zoning resolution shall apply:

1) Manufactured homes placed or substantially improved:

- On individual lots or parcels
- In new or substantially improved manufacture home parks or subdivisions
- In expansions to existing manufactured home parks or subdivisions, or on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a flood, must have the lowest floor including basement, elevated to the Base Flood Elevation (BFE).

2) Manufactured homes placed or substantially improved in an existing manufactured homes park or subdivision may be elevated so that either:

- The lowest floor of the manufactured home is elevated to or above the Base Flood Elevation.
- The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches above the highest adjacent grade.

3) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to, and consistent with, applicable state requirements. Specific requirements may be:

- Over-the-top ties be provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations, with manufactured homes less than fifty (50) feet long requiring one additional ties per side.
 - Frame ties be provided at each corner of the home with five (5) additional ties per side at intermediate points, with manufactured homes less than fifty (50) feet long requiring four (4) additional per side.
 - All Components of the anchoring system be capable of carrying a force of 4800 pounds.
 - Any additions to the manufactured home shall be similarly anchored.
- 4) Manufactured homes placed on solid perimeter walls shall meet the flood vent requirements in the Construction Standards of this chapter.

b) Non-Residential and Accessory Structures Standards

- 1) New construction and substantial improvements of any commercial, industrial, or other non-residential structure shall have the lowest floor (including basement) elevated to 1' (one foot) above the level of the base flood elevation; or together with attendant utility and sanitary facilities, shall;
- Be flood-proofed so that below the base flood level, the structure is watertight with walls substantially impermeable to passage of water. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design methods of construction are in accordance with accepted standards of practice.
 - Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
 - Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certification shall be provided to the Natrona County Planning Department official as set forth in Chapter 4.

c) Residential Construction Standards

Residential Construction - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Chapter 4, Section C, is satisfied.

d) Recreational Vehicles

Require that recreational vehicles placed on sites with Zones A1-30, AH, and AE on the community's FIRM wither:

- Be on the site for fewer than 180 consecutive days,

- Be fully licensed and ready for highway use,
- Meet the permit requirements of Chapter 4, Section C, and the elevation and anchoring requirements for “manufactured homes” in Section B(3) of this chapter. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

Section C. Floodways

Floodways - located within areas of special flood hazard established in Chapter 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

- a) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- b) If Chapter 5, Section C (a) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5.
- c) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision through FEMA.

Chapter 6 - Penalties for Violation~~PENALTY~~

No structure or land shall hereafter be located, extended, converted, or altered unless in full compliance with the terms of this resolution and other applicable regulations. Violation of the provisions of this resolution or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. Any person violating any provision of this Resolution shall be guilty of a misdemeanor and upon conviction may be fined up to \$750 for each offense according to W.S. 18-5-206. Each day of continuation of a violation is a separate offense according to W.S. 18-5-204. Nothing herein contained shall prevent Natrona County from taking such other lawful action as necessary to prevent or remedy any violation.

Chapter 7 – Severability

The resolution is hereby declared severable. Should any portion of this resolution be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force

and effect and shall be read to carry out the purpose(s) of the resolution before the declaration of partial validity.

Chapter 8 - Amendments

The Natrona County Board of Commissioners may amend these regulations from time to time as necessary and appropriate. Any such amendment shall be proposed by or submitted to the Planning and Zoning Commission for approval, disapproval or recommendation. Any amendment of these regulations must be accomplished by a majority vote of the Planning and Zoning Commission and the Board of County Commissioners. Before final adoption of any amendment, the Planning and Zoning Commission and the Board of County Commissioners shall hold a public hearing pursuant to applicable law.

Adopted: January 18, 2011

End of TA15-2